

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, OCTOBER 20, 2015 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

1. [Proclaiming October 18 through October 24, 2015 as: Freedom from Workplace Bullies Week.](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS

2. [Update on Trash Rate Stabilization Fund and Recycling Bag Program. \(Engineering/Public Works\)](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of October 6, 2015. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a two year agreement between the City of National City and Claims Management Associates, Inc. \(CMA\) for Liability Risk Management and Claims Adjusting and Investigation services in an amount not to exceed \\$150,000. \(Human Resources\)](#)
6. [Resolution of the City Council of the City of National City authorizing the acceptance of a grant award in the amount of \\$192,340.00 from the Office of Traffic Safety \(OTS\) for the Selective Traffic Enforcement Program](#)

- (STEP) grant 2016 to conduct DUI and traffic related enforcement operations for the Police Department, and authorizing the Chief of Police to execute the Agreement of the award of the grant funds, and authorizing the establishment of fund appropriations and a corresponding revenue budget. (Police)
7. Resolution of the City Council of the City of National City accepting \$25,000 from the National City Public Safety Foundation via the FY 2015 Alliance Healthcare Foundation Mission Support Grant, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$25,000 for the retrofit of an existing utility vehicle into a proposed Emergency vehicle for the National City Fire Department. (Fire)
 8. Resolution of the City Council of the City of National City ratifying the acceptance and expenditure of the annual allocation from the Regional Solid Waste Association for recycling efforts and increasing the Trash Stabilization Fund appropriation by \$1,000. (Engineering/Public Works)
 9. Resolution of the City Council of the City of National City authorizing the installation of “KEEP CLEAR” pavement markings on the westbound travel lanes of E. Plaza Boulevard in front of both driveways to Summercrest Apartment Homes located at 2617 E. Plaza Boulevard to facilitate ingress / egress. (TSC No. 2015-13) (Engineering/Public Works)
 10. Resolution of the City Council of the City of National City authorizing the installation of time-restricted “NO PARKING STREET SWEEPING” signage on both sides of Laurel Avenue between Division Street and E. 4th Street. (TSC No. 2015-17) (Engineering/Public Works)
 11. Resolution of the City Council of the City of National City authorizing the installation of time-restricted “NO PARKING STREET SWEEPING” signage on both sides of the 300 Block of Drexel Avenue between Belmont Avenue and E. 4th Street. (TSC No. 2015-14) (Engineering/Public Works)
 12. Resolution of the City Council of the City of National City authorizing the installation of 80 feet of green curb, two-hour time-restricted parking in front of the commercial building located at 905, 907 and 909 E. 8th Street. (TSC No. 2015-15) (Engineering/Public Works)
 13. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Memorandum of Understanding between the City of National City and the Successor Agency to the Community Development Commission as the National City Redevelopment Agency regarding the distribution of anticipated settlement proceeds from the RSG Arbitration matter. (City Attorney)

14. [Temporary Use Permit - Sweetwater High School's Homecoming & Halftime Fireworks Show on November 6, 2015 from 5 p.m. to 10 p.m. at 2900 Highland Avenue. This is a City co-sponsored event per Council Policy No. 804. \(Neighborhood Services\)](#)
15. [Temporary Use Permit - 9th Annual State of the City Address sponsored by the City of National City on November 9, 2015 from 5:00 p.m. to 8:00 p.m. at Cornerstone Church located at 1914 Sweetwater Road. This is a City-sponsored event per Council Policy No. 804. \(Neighborhood Services\)](#)
16. [Investment transactions for the month ended August 31, 2015. \(Finance\)](#)
17. [Warrant Register #9 for the period of 08/26/15 through 09/01/15 in the amount of \\$2,685,255.11. \(Finance\)](#)
18. [Warrant Register #10 for the period of 09/02/15 through 09/08/15 in the amount of \\$1,004,840.88. \(Finance\)](#)

PUBLIC HEARINGS

19. [Public Hearing to Consider an Amendment to Title 18 \(Zoning\) Chapter 18.24.050 of the National City Municipal Code to add "Adult Day Health Care Facility" as a Conditionally-Allowed Use in the Mixed-Use Zones \(Applicant Horizons Adult Day Health \(Case File 2015-16 A\) \(Planning\)](#)

ORDINANCES FOR INTRODUCTION

20. [An Ordinance Amending Title 18 \(Zoning\) Chapter 18.24.050 of the National City Municipal Code to add "Adult Day Health Care Facility" as a Conditionally-Allowed Use in the Mixed-Use Zones. \(Applicant Horizons Adult Day Health \(Case File 2015-16 A\) *Companion to Item 19* \(Planning\)](#)

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

21. [Resolution of the City Council of the City of National City, 1\) accepting an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \\$250,285 through the California Department of Forestry and Fire Protection \(CAL FIRE\) to develop an Urban Forest Management Plan for National City; 2\) accepting the terms of the Grant Agreement; and, 3\) authorizing the City Manager to execute the Grant Agreement. \(Engineering/Public Works\) *Companion to Item #22*](#)
22. [Resolution of the City Council of the City of National City establishing appropriation of revenues and expenditures, including a General Fund](#)

- local match in the amount of \$26,400, for an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City. (Engineering/Public Works) *Companion to Item #21*
23. Resolution of the City Council of the City of National City authorizing the appropriation of \$500,000 from Library Capital Outlay Fund fund balance to corresponding expenditure account for improvements to the National City Public Library. (Engineering/Public Works) *Companion to Item #24*
24. Resolution of the City Council of the City of National City, 1) awarding a contract in the not-to-exceed amount of \$829,232.00 to M.A. Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08; 2) authorizing a 15% contingency in the amount of \$124,384.80 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works) *Companion to Item #23*
25. Resolution of the City Council of the City of National City authorizing the installation of Stop Control measures on the west leg of the intersection of E. 9th Street and Harbison Place. (TSC No. 2015-16) (Engineering/Public Works)

NEW BUSINESS

26. Notice of Decision – Planning Commission approval of a Conditional Use Permit for an adult day health care facility at 1035 Harbison Avenue (Applicant: Horizons Adult Day Health) (Case File 2015-16 CUP) *Related to Items 19 & 20* (Planning)
27. Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility located at 205 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2015-02 CUP) (Planning)
28. Temporary Use Permit - Harvest 2015 hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 30, 2015 from 6 p.m. to 9 p.m. with no waiver of fees. (Neighborhood Services)
29. Temporary Use Permit - Fall Festival hosted by the South Bay Community Church at 2400 Euclid Avenue on October 31, 2015 from 5 p.m. to 9 p.m. with no waiver of fees. (Neighborhood Services)
30. Temporary Use Permit - National City War Memorial Rededication and Ceremony sponsored by the City of National City at 12th Street and "D" Avenue on December 7, 2015 from 12:00 p.m. to 1:00 p.m. (Neighborhood Services)

31. [Seeking City Council direction on two volunteer programs to assist with landscape maintenance and litter control for highway ramps and the segment of Harbor Drive within the City of National City. \(Engineering/Public Works\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

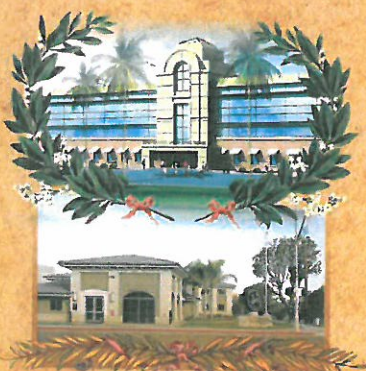
MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - November 3, 2015 - 6:00 p.m. - Council Chambers - National City, California

The following page(s) contain the backup material for Agenda Item: Proclaiming October 18 through October 24, 2015 as: Freedom from Workplace Bullies Week.



Proclamation

← CALIFORNIA →
NATIONAL CITY
1887
INCORPORATED

WHEREAS, the California Healthy Workplace Advocates and the Workplace Bullying Institute, which raise awareness of the impacts of, and solutions for, workplace bullying in the U.S. should be commended; and

WHEREAS, the City of National City has an interest in promoting the social and economic well-being of its citizens, employees and employers; and

WHEREAS, well-being depends upon the existence of healthy and productive employees working in a safe and abuse-free work environments; and

WHEREAS, research has documented the stress-related health consequences for individuals caused by exposure to abusive and hostile work environments; and

WHEREAS, abusive work environments are costly for employers, with consequences including reduced productivity, absenteeism, turnover, and injuries; and

WHEREAS, protection from abusive work environments should apply to every worker, and not be limited to legally protected class status based only on race, color, gender, national origin, age, or disability.

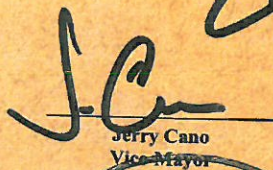
NOW THEREFORE, BE IT PROCLAIMED, I, Ron Morrison as Mayor of the City of National City, by virtue of the authority vested in me by the City of National City, affix the official seal and together with the City Council, do hereby proclaim October 18, through October 24, 2015 as:

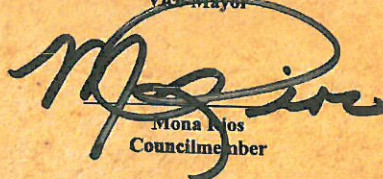
FREEDOM FROM WORKPLACE BULLIES WEEK

I, call upon all citizens of the City of National City to take a moment to recognize this special observance.




Ron Morrison
Mayor


Jerry Cano
Vice Mayor


Mona Ilos
Councilmember


Albert Mendivil
Councilmember


Alejandra Sotelo-Solis
Councilmember

The following page(s) contain the backup material for Agenda Item: Update on Trash Rate Stabilization Fund and Recycling Bag Program. (Engineering/Public Works)

Item _____

10/20/15

UPDATE ON TRASH RATE STABILIZATION FUND
AND RECYCLING BAG PROGRAM

(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM #3

10-20-15

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR
ADOPTED AFTER A READING OF THE TITLE ONLY.**

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of October 6, 2015. (City Clerk)

Item # ____

10/20/15

**APPROVAL OF THE MINUTES OF THE REGULAR
MEETING OF THE CITY COUNCIL AND COMMUNITY
DEVELOPMENT COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY OF OCTOBER 6, 2015.**

(City Clerk)

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

October 6, 2015

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:11 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.
Others present: City Treasurer Mitch Beauchamp.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Sunshine Horton, El Cajon, said she was tired of hearing of all the violence in the world and shared several quotations from Mother Teresa on the topic of love.

CITY COUNCIL

AWARDS AND RECOGNITIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2015
(102-10-10)**

1. Women in Transportation Society (WTS) San Diego Chapter 2015 Innovative Transportation Solutions Award: Alternative Modes and Active Transportation National City Community Corridors Project – Jennifer Koopman, Kimley-Horn and Associates. (Engineering/Public Works)

TESTIMONY: Jennifer Koopman from WTS presented the award, congratulated the City and noted that only one such award is given each year and that National City was actually nominated for two projects which is testimony to the great work the City is doing.

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2015 (102-10-10)

2. Sweetwater Bikeway Plaza Bonita Road Segment – Emilio Rodriguez, San Diego Association of Governments. (Engineering/Public Works) **
Companion Item #8 **

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2015 (102-10-10)

3. San Diego County Regional Task Force on the Homeless Presentation of the 2015 We All Count Results. (Neighborhood Services)

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2015 (102-10-10)

4. FBI Index Crimes, Mid-Year 2015 Statistics and Crime in the San Diego Region. (Police)

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2015 (102-10-10)

5. Update on National City's War Memorial Renovation. (City Manager)
(Copy on file in the Office of the City Clerk)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

6. Interviews and Appointments: Various Boards and Commissions. (City Clerk)

Julio Munoz was interviewed for the Community and Police Relations Commission.

ACTION: Ballots were distributed to Council Members to fill the expiring term on the Civil Service Commission. City Clerk Dalla tallied the results and reported that Rafael Courtney received four votes (Cano, Mendivil, Rios and Sotelo-Solis) and John Bailey received one (Morrison). Rafael Courtney was considered duly re-appointed to a full term on the Civil Service Commission.

Mayor Morrison nominated John Bailey and Julio Munoz for appointment to the Community and Police Relations Commission. A request was made to take each appointment separately.

Motion by Morrison, seconded by Cano, to appoint John Bailey to the Community and Police Relations Commission. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

INTERVIEWS / APPOINTMENTS (cont.)

BOARDS & COMMISSIONS ADMIN (101-1-1)

6. Interviews and Appointments: Various Boards and Commissions (continued).

ACTION: Motion by Morrison, seconded by Cano, to appoint Julio Munoz to the Community and Police Relations Commission. Carried by unanimous vote.

Motion by Morrison, seconded by Sotelo-Solis, to re-appoint Katherine Wesner to the Parks, Recreation and Senior Citizens Advisory Board. Carried by unanimous vote.

Motion by Morrison, seconded by Sotelo-Solis, to re-appoint Cheryl Colmenero and Gonzalo Quintero to the Traffic Safety Committee. Carried by unanimous vote.

Motion by Morrison, seconded by Sotelo-Solis, to re-appoint Gloria Bird to the Library Board of Trustees. Carried by unanimous vote.

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 7 (Minutes), Item Nos. 8 through 12 (Resolution Nos. 2015-144 through 2015-148), Item No. 13 (TUP), Item Nos. 14 and 15 (Warrant Registers). Motion by Rios, seconded by Mendivil, to approve the Consent Calendar. Carried by unanimous vote.

APPROVAL OF MINUTES

7. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF SEPTEMBER 15, 2015. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2015-52)

8. Resolution No. 2015-144. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) ACCEPTING THE IMPROVEMENTS COMPLETED FOR THE SWEETWATER BIKEWAY PLAZA BONITA SEGMENT LOCATED ON THE WESTERLY SIDE OF PLAZA BONITA ROAD WITHIN THE CITY OF NATIONAL CITY; AND 2) AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND THE CITY OF NATIONAL CITY REGARDING MAINTENANCE OF THE SWEETWATER BIKEWAY PLAZA BONITA SEGMENT WITHIN THE CITY OF NATIONAL CITY. (Engineering/Public Works) ** Companion Item #2 **

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2010-68)

9. Resolution No. 2015-145. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH PROJECT PROFESSIONALS CORPORATION TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$900,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING AND CONTRACT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTIONS, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS, AND SUPPORT FOR PUBLIC WORKS CONTRACTS AND/OR DISPUTES (FUNDED BY VARIOUS CIP PROJECTS). Engineering/Public Works)

ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

10. Resolution No. 2015-146. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE APPROPRIATION OF \$840,000 FOR THE PARADISE CREEK EDUCATIONAL PARK URBAN GREENING PROJECT REIMBURSABLE THROUGH THE URBAN GREENING FOR SUSTAINABLE COMMUNITIES GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84); AND ESTABLISHING CORRESPONDING REVENUE AND EXPENDITURE ACCOUNTS (NO LOCAL MATCH REQUIRED). (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2011-33)

11. Resolution No. 2015-147. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SUBORDINATION AGREEMENT WITH T&T COMMUNITY PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUBORDINATING THE DEED OF TRUST THAT SECURES A HOME INVESTMENT PARTNERSHIP PROGRAM LOAN FOR \$717,500 ON EIGHT RESTRICTED RENTAL UNITS LOCATED AT 138 NORTON AVENUE IN NATIONAL CITY FOR THE PURPOSE OF REFINANCING EXISTING DEBT. (Housing, Grants, and Asset Management)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2015-53)

12. Resolution No. 2015-148. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING, 1) THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. N010 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE NATIONAL CITY SAFE ROUTES TO SCHOOL (SRTS) PED ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$50,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE FEDERAL ACTIVE TRANSPORTATION PROGRAM (ATP), AND; 2) THE APPROPRIATION OF \$50,000 FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

TEMPORARY USE PERMITS 2015 (203-1-31)

13. Temporary Use Permit – 8th Annual Tower of Terror sponsored by the National City Fire Fighters Association October 31, 2015 from 5 p.m. to 9 p.m. at Fire Station 34 located at 343 East 16th Street. This is a National City sponsored event per Council Policy No. 804. (Neighborhood Services)

ACTION: Approved. See above.

WARRANT REGISTER JULY 2015 - JUNE 2016 (202-1-30)

14. Warrant Register #7 for the period of 08/12/15 through 08/18/15 in the amount of \$3,083,941.76. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 - JUNE 2016 (202-1-30)

15. Warrant Register #8 for the period of 08/19/15 through 08/25/15 in the amount of \$271,509.74. (Finance)

ACTION: Ratified. See above.

NON CONSENT RESOLUTIONS

CONTRACT (C2014-3)

16. Resolution No. 2015-149. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF CLAUSS CONSTRUCTION FOR THE 2020 AND 2100 HOOVER AVENUE REMEDIATION AND SITE DEMOLITION PROJECT, SPECIFICATION NO. 13-01, 2) AUTHORIZING AN INCREASE OF \$19,044.04 IN THE CONTRACT AMOUNT FOR CONSTRUCTION CHANGE ORDERS; 3) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,937,305.30, 4) AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF \$66,238.71, AND 5) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

CONDITIONAL USE PERMITS 2015 (403-30-1)

17. Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility to be located at 116 National City Blvd. (Applicant: PlanCom, Inc. for Verizon Wireless) (Case File 2015-15 CUP) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Mendivil, to set for a Public Hearing. Carried by unanimous vote.

TEMPORARY USE PERMITS 2015 (203-1-31)

18. Temporary Use Permit – Pilipino History Day sponsored by National City Historical Society at Heritage Square, 900 Block of "A" Avenue on October 24, 2015 from 11 a.m. to 6 p.m. with a request of waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: Janice Martinelli, National City, responded to questions.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to approve staff recommendation. Carried by unanimous vote.

COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

NEW BUSINESS – HOUSING AUTHORITY

HOUSING AUTHORITY 2015 (404-1-4)

19. Presentation requesting further direction from the Community Development Commission-Housing Authority of the City of National City's Board of Commissioners on entering into an Exclusive Negotiating Agreement with La Maestra Community Health Centers for the development of a Housing Authority-owned 1.47 acre property located between Eta Street and Bucky Lane on Highland Avenue in National City. (Housing, Grants, & Asset Management) (Copy on file in the Office of the City Clerk)

RECOMMENDATION: Provide direction on the disposition and development of the Housing Authority-owned property located between Eta Street and Bucky Lane on Highland Avenue also known as the Purple Cow.

TESTIMONY: Dan Munoz, the applicant, spoke in support and responded to questions.

ACTION: Motion by Rios, seconded by Cano, to move ahead and bring back an Exclusive Negotiating Agreement (ENA) for Commission review. Carried by unanimous vote.

Ex Parte: Members Cano, Mendivil, Morrison and Rios disclosed that they had direct or telephone contact with the applicant.

STAFF REPORTS

FINANCE DEPT ADMIN (1104-1-13)

20. OpenGov Implementation. (Finance)

FINANCE DEPT ADMIN (1104-1-13)

21. Contract Management Implementation. (Finance)
(Copy on file in the Office of the City Clerk)

MIS DEPT ADMIN (1104-1-14)

22. Cartegraph Implementation. (MIS)
(Copy on file in the Office of the City Clerk)

FIRE DEPT ADMIN (305-1-1)

ENGINEERING DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

23. El Nino Storm Readiness – Staff Update. (Fire & Engineering/Public Works)

MAYOR AND CITY COUNCIL

City Treasurer Mitch Beauchamp reported on the recent Economic Development Summit (EDC) he attended and expressed concerns about the future impact to the City of sea level rise.

Member Mendivil said that quality of life is a big issue for him and he believes that business have a responsibility to enhance the appearance of their businesses.

Member Sotelo-Solis was pleased to see the OpenGov application and suggested working with students to create a YouTube video to assist people using the new sand bagger machine and provide emergency information.

Member Rios praised the promotion ceremony at the Police Department, encouraged efforts to work more to encourage and retain Board and Commission members and improve the appointment process, said she hoped to receive information on what the Council can consider when reviewing cell tower applications and presented the "Beacon Spot Light Award for Best Practices" that was awarded to the City by the League of California Cities and an Appreciation Certificate from the Relay For Life Committee.

Vice Mayor Cano thanked the committee that put on the recent Employee Picnic for doing an excellent job.

Mayor Morrison presented a check to the City Manager from the Regional Solid Waste Association in the amount of \$22,650 to be deposited into the Trash Enterprise fund.

Members retired into Closed Session at 9:42 p.m.

The meeting reconvened at 10:22 p.m.

Members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, October 20, 2015 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 10:22 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of October 20, 2015.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting – Tuesday, October 6, 2015 – 5:00 p.m.

ROLL CALL

CLOSED SESSION

CITY COUNCIL

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Stacey Stevenson, Claudia Silva, Frank Parra, Mark Roberts, and Tim Davis
Employee Organization: Fire Fighters' Association
2. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Stacey Stevenson, Claudia Silva, Jose Tellez, Mark Roberts, and Eddie Kreisberg
Employee Organization: Police Officers' Association

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 6, 2015, 6:00 p.m., Council Chambers, Civic Center

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a two year agreement between the City of National City and Claims Management Associates, Inc. (CMA) for Liability Risk Management and Claims Adjusting and Investi

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a two year agreement between the City of National City and Claims Management Associates, Inc. (CMA) for Liability Risk Management and Claims Adjusting and Investigation services in an amount not to exceed \$150,000.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

DEPARTMENT: Human Resources

APPROVED BY:



EXPLANATION:

The purpose of the proposed agreement is to provide contracted Risk Management services to the City of National City. Claims Management Associates, Inc. (CMA) is the City's current provider of Claims Adjusting and Investigation Services, providing these services on an as-needed basis. Under the terms of the proposed agreement, CMA would continue to perform that scope along with the addition of Liability Risk Management consulting. The latter service was performed by CMA until September, 2014 when the scope was assumed by another firm through an agreement that expires October 31, 2015. As proposed CMA would assume this latter scope on November 1, 2015 at a cost that is more advantageous to the City.

FINANCIAL STATEMENT:

ACCOUNT NO. 627-417-081-432

Funds are appropriated in this account.

APPROVED:  **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the resolution authorizing the Mayor to execute a two year agreement with Claims Management Associates, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Agreement
Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CLAIMS MANAGEMENT ASSOCIATES, Inc.**

THIS AGREEMENT is entered into this 7th day of March 2015, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and CLAIMS MANAGEMENT ASSOCIATES, Inc. (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide Risk Management Liability Consulting to include liability claims management; and Liability Claims adjusting and investigating.

WHEREAS, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **SCOPE OF SERVICES.** CONSULTANT will provide as needed consulting to the City of National City for Liability Risk Management, Claims Adjustment and Investigation and related functions

The CONSULTANT may assist the CITY with additional projects as designated by the Administrative Services Director. The CONSULTANT will perform services as set forth in the attached Exhibits "A" and "B".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings to keep staff and City Council advised of the progress as required.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the

compensation associated with said change in services, not to exceed a factor of 20% from the base amount.

3. **PROJECT COORDINATION AND SUPERVISION.** Stacey Stevenson is hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Edward Garbo is thereby is designated as the Project Director for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibits "A" and "B" shall be based on the fee schedule in Exhibit "C" (the Base amount) not to exceed \$150,000 without prior written authorization from the Administrative Services Director. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibits "A" and "B", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

5. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** The Claims Adjustment and Investigation scope will become effective March 7, 2015. The Liability Risk Management Consulting scope will become effective November 1, 2015. The duration of this Agreement is for the period of March 7, 2015 through March 6, 2017.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in

conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any

liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY or CONSULTANT. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT or CITY. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any

damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stacey Stevenson
 Administrative Services Director
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4301

To CONSULTANT:
 Edward Garbo, President
 Claims Management Associates, Inc.
 10755 Scripps Poway Parkway #501
 San Diego, CA 92131

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**
OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of

Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. **Audit.** If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. **Construction.** The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

Claudia G. Silva
City Attorney

**CLAIMS MANAGEMENT ASSOCIATES,
INC.**

By: Edward Garbo
Edward Garbo, President

Edward Garbo
Edward Garbo, Secretary

SCOPE OF WORK – OVERVIEW AND APPROACH

LIABILITY CLAIMS HANDLING GUIDELINES

Adjustment and Investigation:

- Contact claimants or their attorneys within 24 hours of receipt of a claim and maintain appropriate contact with them until the claim is closed, unless otherwise directed by the City.
- Return telephone calls within 24 hours of message.
- Investigate claims where the initial review indicates that it is warranted. Further investigation may include on-site investigation, photographs, interviewing witnesses and taking signed or recorded statements from the involved parties, verification of damage or loss, taking measurements, obtaining maps/diagrams, obtaining medical releases, police reports, internal operations investigations, and paramedic reports, building permits or other records as required.
- If an attorney is involved, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement.
- Provide City a comprehensive captioned report on contractor findings within 30 days.
- Provide status reports every 30 days, or as requested, until case resolves. If claim is pending solely for the expiration of the statute, the file will be calendared to the end of the statute period.
- If automobile damage estimates are over \$1,500.00, engage the services of a professional appraiser.
- Calendar all files at appropriate intervals for timely completion of required investigation.
- Respond to all written communications requiring an acknowledgment or action within 10 days of receipt, or sooner if an immediate and urgent response is required.
- Review vendors for cost-effectiveness and quality of work, if requested by City.
- Obtain fully executed releases on all settlements.

SCOPE OF WORK – OVERVIEW AND APPROACH

LIABILITY RISK MANAGEMENT SERVICES

Protocols for Performance:

- Provide on-site professional Risk Management staff as requested by city. The initial plan is for staff to be present two partial days per week.
- Provide adjustment services for incoming liability and property claims. Very large multi-claimant losses may require additional outside adjusting assistance.
- Review of insurance documents for accuracy and compliance with city standards.
- Maintaining of Microniche liability loss run program on an ongoing basis.
- Attend city staff meetings as required.
- Attend periodic meetings with City Attorney to keep appraised of developments within the program.
- Maintain reserves on all files that accurately reflect liability and change reserves as new information is received. Establish and follow procedures to periodically review reserves for accuracy.
- Prepare for and assist in yearly audits by excess liability carrier.
- Attend City Council meetings as necessary.
- Complete liability cost assessment studies as requested.
- Place tortfeasor on notice of City subrogation rights, as necessary.
- Complete yearly excess liability insurance application.
- Work with city insurance broker as required.
- Pursue negligent tortfeasor to collect city losses, where applicable.
- Present and negotiate first party property claims with city property carrier.
- Attend Small Claims Court as needed.

Claims Management Associates, Inc.

Time and Expense Risk Management Consulting - Liability

Risk Management Consulting Service will be billed at \$90.00 per hour.

- ✓ **Full Liability Risk Management consulting services as needed at clients facility**

Time and Expense Rate - General Adjusting

The all-inclusive hourly rate will be \$71.00* per hour and will include ALL of the following overhead expenses:

- ✓ **Telephone Costs**
- ✓ **Office Expense**
- ✓ **Clerical work including word processing and stenography.**
- ✓ **Photocopies**
- ✓ **Mileage**
- ✓ **Photographs**

****Costs such as non-ordinary investigative services (sub rosa), independent medical examinations, professional engineering services, laboratory tests, professional photography, statement transcriptions and special delivery charges etc. will be billed at cost with copy of vendor invoice attached to client statement. These services will require prior client approval.***



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SMP

DATE (MM/DD/YYYY)

05/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Michelle A. Nowell		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CLAIM-3	
INSURED Claims Management Assoc Inc 10755 Scripps Poway Pkwy #501 San Diego, CA 92131		INSURER(S) AFFORDING COVERAGE INSURER A: Acceptance Casualty Ins Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10349	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CP00960930	05/22/2015	05/22/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Errors & Omission						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Owners & Contract						GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	X		CP00960930	05/22/2015	05/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as an additional insured with respect to the work performed by the named insured.

Claims Adjuster, CA --

CERTIFICATE HOLDER**CANCELLATION**

City of National City
Human Resources
Attn: Stacey Stevenson, Dir
1243 National City Blvd
National City, CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Automatic Status Included Where Required by Written Contract. All Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A TWO YEAR AGREEMENT BETWEEN
THE CITY OF NATIONAL CITY AND CLAIMS MANAGEMENT ASSOCIATES, INC.,
FOR LIABILITY RISK MANAGEMENT AND CLAIMS ADJUSTING AND
INVESTIGATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$150,000

WHEREAS, Claims Management Associates, Inc. ("CMA"), is the City's current provider of claims adjusting and investigation services, providing these services on an as-needed basis; and

WHEREAS, under the terms of the two-year Agreement, CMA would continue to perform that scope along with the addition of liability risk management consulting;

WHEREAS, CMA provided liability risk management consulting until September, 2014, when the scope was undertaken by another firm through an agreement that expires October 31, 2015; and

WHEREAS, CMA will resume providing liability risk management consulting on November 1, 2015, at a cost that is more advantageous to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a two-year Agreement with Claims Management Associates, Inc., for liability risk management, claims adjusting, and investigation services for an amount not to exceed \$150,000.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the acceptance of a grant award in the amount of \$192,340.00 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2016 to conduct DUI and

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the acceptance of a grant award in the amount of \$192,340.00 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2016 to conduct DUI and traffic related enforcement operations for the Police Department, and authorizing the Chief of Police to execute the Agreement of the award of the grant funds, and authorizing the establishment of fund appropriations and a corresponding revenue budget.

PREPARED BY: Jeffrey Meeks, Sergeant

DEPARTMENT: Police

PHONE: (619) 336-4446

APPROVED BY: 

EXPLANATION:

On May 20th, 2015 the National City Police Department was approved to receive \$192,340 in grant funds from the Office of Traffic Safety (OTS). The grant was approved for a one year period beginning October 1st, 2015. This award is based upon a grant proposal submitted to the Office of Traffic Safety for the purposes of reducing the number of persons killed or injured in traffic collisions and alcohol involved collisions; to reduce fatal and injury hit and run collisions; to reduce the amount of motorcyclists killed or injured; and to reduce fatal and injury collisions at intersections, where unsafe turning movements and unsafe speeds were a factor.

The grant funds allocated to accomplish these goals will be used to fund overtime operations such as 14 DUI/DL Checkpoints, DUI saturation patrols, and enforcement operations regarding speed, red light violators, distracted drivers and motorcycle safety enforcement within the city limits of the City of National City. There is also funding allowing for Traffic Safety presentations and purchase of learning materials.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

290-411-654-1** (Expenditure)
290-11654-3400 (Revenue)

The grant awards \$192,340 over the one year period. No matching City funds are required.

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends City Council adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable

ATTACHMENTS:

1. 2016 STEP Grant Back up

1. GRANT TITLE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)	
2. NAME OF AGENCY NATIONAL CITY	4. GRANT PERIOD From: 10/1/15 To: 9/30/16
3. AGENCY UNIT TO ADMINISTER GRANT POLICE DEPARTMENT	
5. GRANT DESCRIPTION <p>To reduce the number of persons killed and injured in traffic crashes involving alcohol and other primary collision factors, "best practice" strategies will be conducted. The funded strategies may include: DUI checkpoints, DUI saturation patrols, warrant service operations, stakeout operations, a "HOT Sheet" program, educational presentations, and court stings. The program may also concentrate on speed, distracted driving, seat belt enforcement, operations at intersections with disproportionate numbers of traffic crashes, and special enforcement operations encouraging motorcycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.</p>	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 192,340.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* - OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. APPROVAL SIGNATURES	
A. GRANT DIRECTOR NAME: Jeffrey Meeks PHONE: (619) 336-4446 TITLE: Sergeant FAX: (619) 336-4454 ADDRESS: 1200 National City Blvd National City, Ca 91950 E-MAIL: jmeeks@nationalcityca.gov <div style="text-align: right;"> _____ (Signature) (Date) </div>	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Manuel Rodriguez PHONE: (619) 336-4510 TITLE: Chief of Police FAX: (619) 336-4525 ADDRESS: 1200 National City Boulevard National City, CA 91950 E-MAIL: mrodriguez@nationalcityca.gov <div style="text-align: right;"> _____ (Signature) (Date) </div>
C. FISCAL OR ACCOUNTING OFFICIAL NAME: Arnold Ocana PHONE: (619) 336-4342 TITLE: Senior Accountant FAX: (619) 336-4597 ADDRESS: 1243 National City Boulevard National City, CA 91950 E-MAIL: aocana@nationalcityca.gov <div style="text-align: right;"> _____ (Signature) (Date) </div>	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS NAME: Finance Department, City of National ADDRESS: 1243 National City Boulevard National City, CA 91950 <div style="text-align: right;"> _____ (Signature) (Date) </div>
9. DUNS NUMBER DUNS #: 07-249-4073 REGISTERED ADDRESS & ZIP: 1243 National City Blvd National City, CA 919501-4301	

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT No. PT16137**

PAGE 1

1. PROBLEM STATEMENT

In 2012, California's traffic fatalities increased 1.5 percent (2,816 vs. 2,857) – still one of the lowest levels since the federal government began recording traffic fatalities in 1975. California 2011 Mileage Death Rate (MDR) – fatalities per 100 million miles traveled – is 0.88, and marks the fourth time California has been below 1.0. California is much better than the national 1.11 MDR.

Alcohol-impaired driving fatalities (fatalities in crashes involving a driver or motorcycle rider (operator) with a blood alcohol concentration (BAC) of 0.08 grams per deciliter (g/dL) or greater) increased from 774 in 2011 to 802 in 2012. As a percent of total fatalities, alcohol-impaired driving fatalities increased from 27 percent in 2011 to 28 percent in 2012. This number has remained virtually unchanged in the past three years. California is better than the national average of 31 percent.

In 2012 OTS commissioned an observational survey of cell phone use by drivers within the state, looking for hand-held and hands-free talking as well as texting and other use of mobile devices while driving. The overall rate was 7.4% percent of drivers on the road using cell phones at any given daylight time. Due to the difficulties in observing all cell phone use while driving, the actual percentage is thought to be higher. In 2013, nearly 70% of California drivers surveyed said they had been hit or nearly hit by a driver who was talking or texting on a cell phone. Nationally in 2012, 3,328 people were killed and 421,000 were injured in distraction-affected crashes.

The problem of drugged driving continues to rise. Based on data from the National Highway Traffic Safety Administration, 38 percent of all drivers who were killed in motor vehicle crashes in California in 2012 tested positive for legal and/or illegal drugs, a percentage that has been increasing since 2006.

Motorcycle fatalities again increased 4.2 percent from 415 in 2011 to 435 in 2012. The percentage of motorcycle operators killed with a BAC of 0.08 or greater increased from 22 percent in 2011 to 23 percent in 2012.

The National City Police Department has seen a dramatic increase in DUI related arrests. In 2013 there were 166 DUI related arrests. In 2014 the arrest rate rose to 209, an increase of 26%. I believe this is a direct correlation to the additional resources put on the street to enforce DUI laws. The resources include the DUI Checkpoints as well as the DUI saturation patrol. The OTS grant enabled the National City Police Department to put additional officers on the street to combat the problem of DUI drivers. This resulted in the additional arrests of DUI drivers and enhanced the safety of the community. Since the OTS Grant PT1560 began in October 2014, officers from the National City Police Department have made over 22 DUI arrests during the roving DUI patrols as well as checkpoints.

In addition the OTS grant targeting 'Primary Collision Factors' or PCF as well as the Distracted Driver enforcement has led to a drastic decrease in collisions. Total collisions in 2013 were 367 and reduced to 301, an 18% decrease. I also believe this is in direct correlation to increased traffic enforcement as allowed by the OTS grant in order to place more police officers on the street looking for drivers who are distracted and driving negligent. It should be noted there were an additional 14 DUI arrest by officers conducting 'PCF' enforcement.

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT16137**

PAGE 2

According to the National City Police Department's Crime Analysis Unit there were 254 injury collisions in 2013 with 266 people being injured during those collisions. There were also two fatality collisions in 2013. Of the 254 injury collisions, 22 of the injury collisions were a result of DUI being the primary collision factor. This is 8.6% of the injury collisions were a result of DUI, which shows the need for increased DUI enforcement.

A. Traffic Data Summary:

Collision Type	2012				2013				2014			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	1		1		2		2					
Injury	193		247		254		266					
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	0	11	0	24	0	5	0	5				
Hit & Run	1	19	1	29	1	18	1	18				
Nighttime (2100-0259 hours)	0	23	0	34	0	22	0	29				
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1 -	Unsafe Turning Movements								0	30	0	35
#2 -	Unsafe Speed								0	26	0	37
#3 -	DUI								0	22	0	29

2. PERFORMANCE MEASURES

A. Goals:

- 1) To reduce the number of persons killed in traffic collisions.
- 2) To reduce the number of persons injured in traffic collisions.
- 3) To reduce the number of persons killed in alcohol-involved collisions.
- 4) To reduce the number of persons injured in alcohol-involved collisions.
- 5) To reduce the number of persons killed in drug-involved collisions.
- 6) To reduce the number of persons injured in drug-involved collisions.
- 7) To reduce the number of persons killed in alcohol/drug combo-involved collisions.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT16137

PAGE 3

- 8) To reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) To reduce the number of motorcyclists killed in traffic collisions.
- 10) To reduce the number of motorcyclists injured in traffic collisions.
- 11) To reduce the number of motorcyclists killed in alcohol-involved collisions.
- 12) To reduce the number of motorcyclists injured in alcohol-involved collisions.
- 13) To reduce hit & run fatal collisions.
- 14) To reduce hit & run injury collisions.
- 15) To reduce nighttime (2100 - 0259 hours) fatal collisions.
- 16) To reduce nighttime (2100 - 0259 hours) injury collisions.
- 17) To reduce the number of bicyclists killed in traffic collisions.
- 18) To reduce the number of bicyclists injured in traffic collisions.
- 19) To reduce the number of pedestrians killed in traffic collisions.
- 20) To reduce the number of pedestrians injured in traffic collisions.

B. Objectives:

- 1) To develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
 - 2) To send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
 - 3) To send 3 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
 - 4) To send 1 law enforcement personnel to the IACP Drug Recognition Expert (DRE) training.
 - 5) To conduct 14 DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization.*

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT16137

PAGE 4

- 7) To conduct **70** DUI Saturation Patrol operation(s).
- 8) To conduct **0** Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
- 9) To conduct **0** Stakeout operation(s) that employ police officers to observe the “worst of the worst” repeat DUI offender probationers with suspended or revoked driver licenses.
- 10) To conduct **84** Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
- 11) To conduct **40** Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 12) To conduct **4** highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.
- 13) To conduct **6** Traffic Safety educational presentations with an effort to reach **200** community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle & pedestrian safety, seatbelts and child passenger safety.*
- 14) To conduct **6** highly publicized enforcement operation(s) in areas of or during events with a high number of bicycle and/or pedestrian collisions resulting from violations made by bicyclists, pedestrians, and drivers.
- 15) To participate in and collect and report DUI enforcement data for the NHTSA Winter and Summer Mobilizations.
- 16) To participate in and collect and report data for the National Distracted Driving Awareness Month in April.
- 17) To participate in and collect and report data for the NHTSA Click It or Ticket mobilization period in May.
- 18) To participate in the National Bicycle Safety Month in May.
- 19) To collaborate with the county’s Avoid Lead Agency by: participating in all planning/scheduling meetings and MADD/Avoid DUI Seminars; providing your agency’s schedule of operations that

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT16137**

PAGE 5

occur during any Avoid campaign; and reporting your agency's DUI arrests & DUI fatality information during any Avoid campaign.

NOTE: Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

NOTE: To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.

3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

B. Phase 2 - Program Operations (Throughout Grant Year)

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT No. PT16137**

PAGE 6

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT16137**

PAGE 7

year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.

- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full support of the City of National City. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT16137

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT	20.600	State and Community Highway Safety	\$ 60,794.00
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$ 131,546.00

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/15 thru 9/30/16			TOTAL COST TO GRANT
	CFDA	FY-1		
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Overtime</u>				
Traffic Enforcement Operations	20.600	\$ 44,280.00		\$44,280.00
Distracted Driving Enforcement Operations	20.600	\$ 19,568.00		\$ 19,568.00
Motorcycle Enforcement Operations	20.600	\$ 1,957.00		\$ 1,957.00
Bicycle/Pedestrian Enforcement Operations	20.600	\$ 1,957.00		\$ 1,957.00
Traffic Safety Presentations	20.600	\$ 2,942.00		\$2,942
Benefits @ #####%	20.600			\$ -
				\$ -
DUI Saturation patrols	20.608	\$ 34,243.00		\$34,243
DUI Checkpoints	20.608	\$ 84,235.00		\$84,235
Warrant Service Operations	20.608			\$ -
Stakeout Details	20.608			
Benefits @ #####%	20.608			
Category Sub-Total		\$ 189,182.00		\$ 189,182.00
B. TRAVEL EXPENSE				
In-State	20.600	\$ 3,000.00		\$ 3,000.00
Category Sub-Total		\$ 3,000.00		\$ 3,000.00
C. CONTRACTUAL SERVICES				
None				\$ -
Category Sub-Total		\$ -		\$ -
D. EQUIPMENT				
None				\$ -
Category Sub-Total		\$ -		\$ -
E. OTHER DIRECT COSTS				
None				\$ -
Category Sub-Total		\$ -		\$ -
F. INDIRECT COSTS				
None				\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL		\$ 192,182.00		\$ 192,182.00

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT
OF \$192,340 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS)
FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT 2016
TO CONDUCT DUI AND TRAFFIC RELATED ENFORCEMENT OPERATIONS
FOR THE POLICE DEPARTMENT, AND AUTHORIZING THE CHIEF OF POLICE
TO EXECUTE THE AGREEMENT OF THE AWARD OF THE GRANT FUNDS, AND
AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS,
AND A CORRESPONDING REVENUE BUDGET

WHEREAS, on May 20, 2015, the California Office of Traffic Safety ("OTS") awarded grant funds in the amount of \$192,340 for the Selective Traffic Enforcement Program Grant Project 2016 (the "STEP" Program), for the National City Police Department to conduct driving under the influence ("DUI") and traffic related enforcement operations; and

WHEREAS, the reimbursable grant is for a one-year period beginning October 1, 2015; and

WHEREAS, the purpose of the STEP Program is to reduce the number of persons killed or injured in traffic collisions and alcohol-involved collisions, reduce fatal and injury hit and run collisions, reduce the amount of motorcyclists killed or injured, and reduce fatal and injury collisions at intersections that involve red light runners and where unsafe speed is a factor; and

WHEREAS, the grant funds will be used by the Police Department to fund overtime operations, such as DUI saturation patrols and enforcement operations regarding speeding drivers, red light violations, distracted drivers, and motorcycle safety enforcement at checkpoints within National City limits; to conduct traffic safety; and for the purchase of learning material; and

WHEREAS, fund appropriations and a corresponding revenue budget needs to be established in the amount of \$192,340 for the grant funds.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby authorizes the acceptance of a grant award in the amount of \$192,340 from the California Office of Traffic Safety for the Selective Traffic Enforcement Program Grant Project 2015, for the National City Police Department to conduct DUI and traffic related enforcement operations.

BE IT FURTHER RESOLVED that the Chief of Police is hereby authorized to execute all grant-related documents.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of fund appropriations and a corresponding revenue budget.

[Signature Page to Follow]

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting \$25,000 from the National City Public Safety Foundation via the FY 2015 Alliance Healthcare Foundation Mission Support Grant, and authorizing the establishment of an appropriation and c

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City accepting \$25,000 from the National City Public Safety Foundation via the FY 2015 Alliance Healthcare Foundation Mission Support Grant, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$25,000 for the retrofit of an existing utility vehicle into a proposed Emergency vehicle for the National City Fire Department. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Fire

APPROVED BY: 

EXPLANATION:

On October 21, 2014, the National City Fire Department made a presentation to the City Council exploring staffing and start-up costs of establishing an Emergency Fire/Rescue Squad. The NCFD has looked at this service delivery model that may provide a cost effective alternative to meet the ever increasing emergency calls for service. The NCFD submitted a grant application through the National City Public Safety Foundation to the FY 2015 Alliance Healthcare Foundation Mission Support Grant for \$100,000 toward the purchase of a new proposed Emergency Fire/Rescue Squad; \$25,000 was awarded to the National City Public Safety Foundation, which has now provided a check to the City. The NCFD would like the City to accept and authorize the establishment of an appropriation and corresponding revenue budget in the amount of \$25,000 for the retrofit of an existing utility vehicle. The authorization to develop, staff and fully convert the utility vehicle must still go to the City Council for approval. The NCFD will continue to bring forward comprehensive response time studies and fully vetted system costs in order to bring options back to the City Council on possible future emergency system enhancements.

FINANCIAL STATEMENT:

ACCOUNT NO. 282-412-945-355 & 513 / 282-12945-3470

No matching funds required.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends accepting \$25,000 from the National City Public Safety Foundation and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$25,000 for the National City Fire Department.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

National City Public Safety Foundation Letter
Resolution

National City Public Safety Foundation

National City, California 91950

CONGRATULATIONS to the City of National City's Emergency Fire & Rescue Squad

Twenty Five Thousand Dollars (\$25,000.00) towards the program . . .

- To provide a cost effective alternative to meet the ever increasing emergency calls for service in the City of National City.
 - To reduce wear and tear on your fleet of fire engines and ladder truck.
- To augment your staff in order to meet your mission of providing fire control, emergency medical service, rescue, fire prevention, and education.
- To prepare for possible opportunities involving community para-medicine.

Thank you very much for your SERVICE.

Ditas Yamane, Pres/CEO

National City Public Safety Foundation, a 501©3 entity. Tax ID # 56-2609133

Tel: (619) 474-1500 | Email: ditas@ncpublicsafetyfoundation.org

140 W 16th Street National City, CA 91950 | Fax: (619) 474-6888

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ACCEPTING \$25,000 FROM THE NATIONAL CITY PUBLIC SAFETY
FOUNDATION THROUGH THE FISCAL YEAR 2015 ALLIANCE HEALTHCARE
FOUNDATION MISSION SUPPORT GRANT FOR THE RETROFIT OF
AN EXISTING UTILITY VEHICLE INTO A PROPOSED EMERGENCY VEHICLE
FOR THE NATIONAL CITY FIRE DEPARTMENT, AND AUTHORIZING
THE ESTABLISHMENT OF FUND APPROPRIATIONS AND
A CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$25,000

WHEREAS, on October 21, 2014, the National City Fire Department (“NCFD”) made a presentation to the City Council exploring staffing and start-up costs of establishing an Emergency Fire/Rescue Squad as a cost effective alternative to meet the ever increasing emergency calls for service; and

WHEREAS, NCFD was awarded \$25,000 from the National City Public Safety Foundation through the Fiscal Year 2015 Alliance Healthcare Foundation Mission Support Grant to be used toward the retrofit of an existing utility vehicle into a proposed emergency vehicle for the National City Fire Department; and

WHEREAS, the NCFD would like the City to accept the grant funds and authorize the establishment of an appropriation and corresponding revenue budget in the amount of \$25,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts grant funds in the amount of \$25,000 from the National City Public Safety Foundation through the Fiscal Year 2015 Alliance Healthcare Foundation Mission Support Grant.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of appropriations and the corresponding revenue budget in the amount of \$25,000.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying the acceptance and expenditure of the annual allocation from the Regional Solid Waste Association for recycling efforts and increasing the Trash Stabilization Fund appropriation by \$1,0

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: | October 20, 2015 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the acceptance and expenditure of the annual allocation from the Regional Solid Waste Association for recycling efforts and increasing the Trash Stabilization Fund appropriation by \$1,000.

PREPARED BY: Ray Roberson

DEPARTMENT: | Engineering/Public Works |

PHONE: | (619) 336-4583 |

APPROVED BY:

EXPLANATION:

As a participating agency in the Regional Solid Waste Association, the City of National City receives an annual appropriation for use in aiding recycling educational efforts. The appropriation amount for FY 2016 is \$1,000. These funds were deposited and expended through the Trash Rate Stabilization Fund to purchase recycling bags with an "I Love a Clean National City" message. The bags will be given out to residents at community events to encourage them to recycle.

FINANCIAL STATEMENT:

ACCOUNT NO.

Revenue account: 172-00000-3642

Expenditure account: 172-416-225-399-0000

APPROVED:

APPROVED:

Finance

MIS

ENVIRONMENTAL REVIEW:

| N/A |

ORDINANCE: | **INTRODUCTION:** | **FINAL ADOPTION:** |

STAFF RECOMMENDATION:

Approve Resolution ratifying the acceptance and expenditure of the annual allocation from the Regional Solid Waste Association for recycling efforts and increasing the Trash Rate Stabilization Fund appropriation by \$1,000.

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

1. | Resolution |

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING THE ACCEPTANCE AND EXPENDITURE OF THE ANNUAL
ALLOCATION FROM THE REGIONAL SOLID WASTE ASSOCIATION
FOR RECYCLING EFFORTS AND INCREASING THE TRASH
STABILIZATION FUND APPROPRIATION BY \$1,000

WHEREAS, as a participating agency in the Regional Solid Waste Association, the City of National City receives an annual appropriation for use in aiding recycling educational efforts; and

WHEREAS, National City's appropriation amount for Fiscal Year 2016 is \$1,000; and

WHEREAS, the funds were deposited and expended through the Trash Rate Stabilization Fund to purchase recycling bags with an "I Love a Clean National City" message that will be given out to residents at community events to encourage them to recycle.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby ratifies the acceptance and expenditure of the annual allocation from the Regional Solid Waste Association for recycling efforts.

BE IT FURTHER RESOLVED that the City Council hereby approves a \$1,000 increase to the Trash Stabilization Fund.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of “KEEP CLEAR” pavement markings on the westbound travel lanes of E. Plaza Boulevard in front of both driveways to Summercrest Apartment Homes located at 2617 E. Pla

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of "KEEP CLEAR" pavement markings on the westbound travel lanes of E. Plaza Boulevard in front of both driveways to Summercrest Apartment Homes located at 2617 E. Plaza Boulevard to facilitate ingress / egress (TSC No. 2015-13)

PREPARED BY: Kenneth Fernandez, P.E.

PHONE: 619-336-4388

EXPLANATION:

See attached.

DEPARTMENT: Engineering and Public Works

APPROVED BY:



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of "KEEP CLEAR" pavement markings on the westbound travel lanes of E. Plaza Boulevard in front of both driveways to 2617 E. Plaza Boulevard.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install "KEEP CLEAR" pavement markings for westbound traffic in front of both driveways to 2617 E. Plaza Blvd.

ATTACHMENTS:

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on September 9, 2015 (TSC No. 2015-13)
3. Notice to area residents and property owners
4. Resolution

EXPLANATION

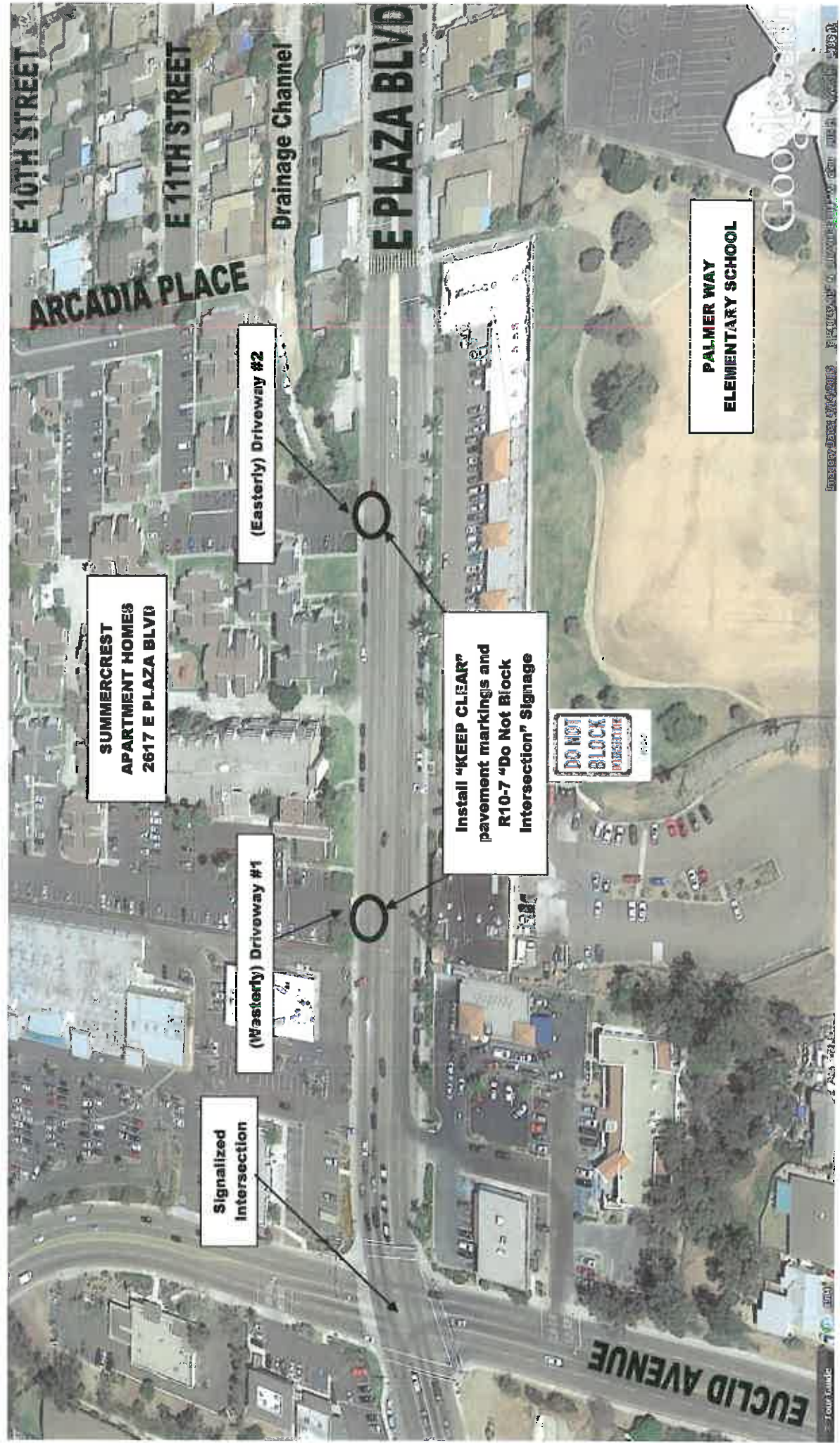
Mr. Robert Hernandez, National City Fire Department Battalion Chief and Fire Marshal, has requested, on behalf of the National City Fire Department, the installation of "KEEP CLEAR" pavement markings on the westbound travel lanes of E. Plaza Boulevard in front of both driveways to Summercrest Apartment Homes located at 2617 E. Plaza Boulevard. The request is to improve ingress and egress for residents and emergency vehicles accessing the apartments. During peak periods, vehicles stopped at the traffic signal at the intersection of E. Plaza Boulevard and Euclid Avenue periodically queue past the driveways, thereby preventing ingress and egress.

On September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install "KEEP CLEAR" pavement markings with a R10-7 "Do Not Block Intersection" sign for westbound traffic in front of both driveways to 2617 E. Plaza Boulevard to discourage vehicles stopped at the traffic signal at the intersection of E. Plaza Boulevard and Euclid Avenue from blocking the driveways. Fire Marshal Hernandez was present at the meeting and spoke on behalf of the item. There was no public opposition to the item.

Staff sent letters to area businesses, residents and property owners inviting them to attend the City Council Meeting on October 20, 2015.

If approved by City Council, all work will be performed by City Public Works.

Location Map



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 9, 2015**

ITEM NO. 2015-13

ITEM TITLE: **REQUEST FOR INSTALLATION OF "KEEP CLEAR" STRIPING ON THE WESTBOUND LANES OF E PLAZA BOULEVARD IN FRONT OF BOTH DRIVEWAYS OF 2617 E PLAZA BOULEVARD (SUMMERCREST APARTMENT HOMES) (BY: R. HERNANDEZ, NCFD BATTALION CHIEF/FIRE MARSHAL)**

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Robert Hernandez, National City Fire Department Battalion Chief and Fire Marshal, has requested, on behalf of his department, the installation of "Keep Clear" striping on the westbound lanes of E Plaza Plaza Boulevard in front of both driveways of the Summercrest Apartment Homes located at 2617 E Plaza Boulevard to discourage vehicles stopped at the traffic signal at the E Plaza Boulevard and Euclid Avenue intersection from queuing (stacking) the east leg of the intersection, thereby preventing ingress and egress of standard and emergency vehicles into and out of the apartment complex. This request is being made because response and delivery times of those in need of emergency services at the apartment complex may increase during afternoon & evening peak hours and may compromise emergency assistance to/from said location.

Staff confirmed that during afternoon and evening peak periods of commuting activity on westbound E. Plaza Boulevard, vehicles periodically queue through the east leg of the intersection or in preparation of crossing or turning onto Euclid Avenue during the stop (red light) signal phase.

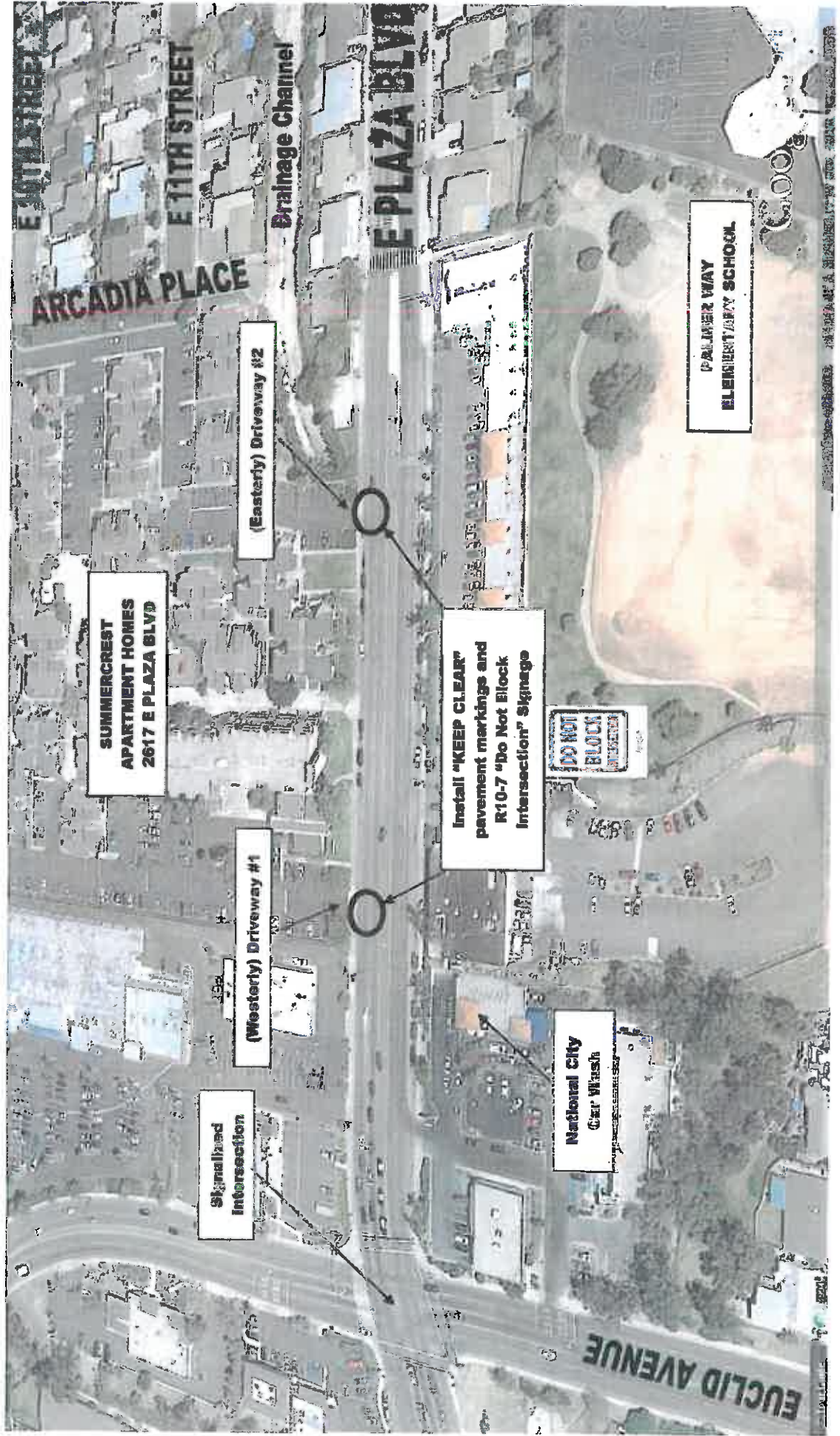
STAFF RECOMMENDATION:

Staff recommends installation of "Keep Clear" striping with a R10-7 "Do Not Block Intersection" sign for westbound traffic in front of both ingress/egress driveways of 2617 E Plaza Boulevard to discourage vehicles stopped at the traffic signal at the E Plaza Boulevard and Euclid Avenue intersection from queuing (stacking) through the east leg of the intersection or in preparation of crossing or turning onto Euclid Avenue during the stop (red light) signal phase.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photo

Location Map





Location #1: Proposed "KEEP CLEAR" Pavement Marking with "Do Not Block Intersection" signage at 2617 E. Plaza Boulevard (looking west)



Location #2: Proposed "KEEP CLEAR" Pavement Marking with "Do Not Block Intersection" signage at 2617 E. Plaza Boulevard (looking west)



October 7, 2015

Resident(s)/Property Owner(s)
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-13

REQUEST FOR INSTALLATION OF "KEEP CLEAR" PAVEMENT
MARKINGS ON THE WESTBOUND LANES OF E PLAZA BOULEVARD
IN FRONT OF BOTH DRIVEWAYS AT 2617 E PLAZA BOULEVARD
(SUMMERCREST APARTMENT HOMES)

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, September 9, 2015, (See attached location map).

This item will now be presented to the City Council of the City of National City on **Tuesday, October 20, 2015, at 6:00 P.M.** The meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-13.

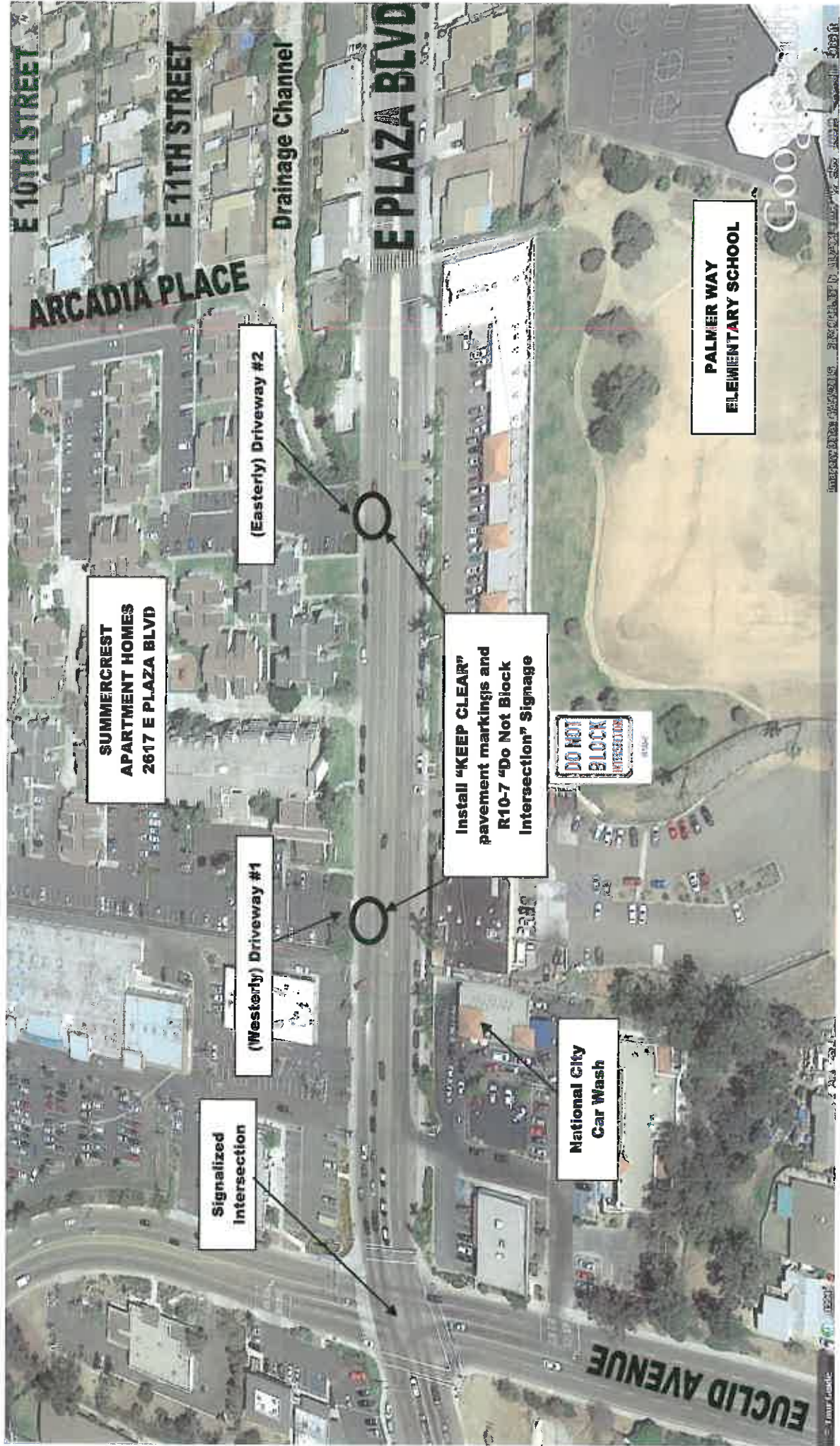
Sincerely,

Stephen Manganiello
City Engineer

SM:kf

2015-13

Location Map



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF "KEEP CLEAR" PAVEMENT MARKINGS
ON THE WESTBOUND TRAVEL LANES OF EAST PLAZA BOULEVARD
IN FRONT OF BOTH DRIVEWAYS TO SUMMERCREST APARTMENT HOMES
LOCATED AT 2617 EAST PLAZA BOULEVARD TO FACILITATE INGRESS / EGRESS

WHEREAS, the National City Fire Department has requested, the installation of "KEEP CLEAR" pavement markings on the westbound travel lanes of East Plaza Boulevard in front of both driveways to Summercrest Apartment Homes located at 2617 East Plaza Boulevard to improve ingress and egress for residents and emergency vehicles accessing the apartments; and

WHEREAS, during peak hours, vehicles stopped at the signalized intersection of East Plaza Boulevard and Euclid Avenue periodically queue at the driveways, thereby preventing ingress and egress; and

WHEREAS, on September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install "KEEP CLEAR" pavement markings with a R10-7 "Do Not Block Intersection" sign for westbound traffic in front of both driveways to 2617 East Plaza Boulevard to discourage vehicles stopped at the traffic signal at the intersection of East Plaza Boulevard and Euclid Avenue from blocking the driveways.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of "KEEP CLEAR" pavement markings with a R10-7 "Do Not Block Intersection" sign for westbound traffic in front of both driveways to 2617 East Plaza Boulevard to discourage vehicles stopped at the traffic signal at the intersection of East Plaza Boulevard and Euclid Avenue from blocking the driveways.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of time-restricted “NO PARKING STREET SWEEPING” signage on both sides of Laurel Avenue between Division Street and E. 4th Street. (TSC No. 2015-17) (Engineering/Publi

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of time-restricted "NO PARKING STREET SWEEPING" signage on both sides of Laurel Avenue between Division Street and E. 4th Street (TSC No. 2015-17)

PREPARED BY: Kenneth Fernandez, P.E.

PHONE: 619-336-4388

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of time-restricted "NO PARKING STREET SWEEPING" signage on both sides of Laurel Avenue between Division Street and E. 4th Street

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install time-restricted "NO PARKING STREET SWEEPING" signage on Laurel Avenue between Division St. and E 4th St.

ATTACHMENTS:

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on September 9, 2015 (TSC No. 2015-17)
3. Notice to area residents and property owners
4. Resolution

EXPLANATION

Mr. Enrique Paniagua, resident of 127 Laurel Avenue, has requested the installation of time-restricted "No Parking Street Sweeping" signage on both sides of Laurel Avenue between Division Street and E. 4th Street to improve scheduled weekly street sweeping access. According to Mr. Paniagua, the street is not properly swept due to the number of vehicles regularly parked on the street. Mr. Paniagua also stated that the amount of vehicles parked on the street often times occupies a majority of available public parking regardless of the time or day of the week.

A resident-initiated petition was created and distributed around the neighborhood. The petition clearly stated the action being requested and specific location of said action. It was then submitted to Engineering staff for review. Staff analyzed the petitions and ascertained that the neighborhood demonstrated enough interest to move forward with the process of installing "No Parking" signage for street sweeping purposes. Specifically, at least 60% of the 27 property owners within the area of concern (i.e., no less than 17 homeowners) were required to sign the petition. In this case, 18 out of 27 homeowners (67%) were in favor of the installation of said signage.

Staff visited the site after the petition was received. The neighborhood is comprised of single-family, multiple-family, and apartment complexes. Given the observed amount of vehicles parking on the public street, staff agrees that the installation of time-restricted "No Parking" signage for the purposes of weekly street sweeping access would be beneficial to the neighborhood and maintenance of the street. Staff confirmed that street sweeping for this segment of Laurel Avenue is scheduled for Thursdays between the hours of 11:00 AM and 1:00 PM, with the exception of City holidays.

On September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install time-restricted "No Parking Street Sweeping" signage on both sides of Laurel Avenue between Division Street and E. 4th Street to improve scheduled weekly street sweeping access. The signage will restrict parking on Thursdays between the hours of 11:00 AM and 1:00 PM.

Mr. Paniagua was present at the Traffic Safety Meeting and spoke on behalf of the item. There was no public opposition to the item.

Staff sent letters to area residents and property owners inviting them to attend the City Council Meeting on October 20, 2015.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2015-17)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 9, 2015**

ITEM NO. 2015-17

ITEM TITLE: **REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS ON BOTH SIDES OF LAUREL AVENUE BETWEEN DIVISION STREET AND E 4TH STREET (BY E. PANIAGUA)**

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Enrique Paniagua, resident of 127 Laurel Avenue, has requested the installation of time- and day-restricted "No Parking Street Sweeping" signage on both sides of Laurel Avenue between Division Street and E 4th Street to improve scheduled weekly street sweeping access. According to Mr. Paniagua, the street is not properly swept due to the number of vehicles regularly parked on the street. Mr. Paniagua also stated that the amount of vehicles parked on the street often times occupies a majority of available public parking regardless of the time or day of the week.

A resident-initiated petition was created and distributed around the neighborhood. The petition clearly stated the action being requested and specific location of said action. It was then submitted to Engineering staff for review. Staff analyzed the petitions and ascertained that the neighborhood demonstrated enough interest to move forward with the process of installing "No Parking" signage for street sweeping purposes. Specifically, at least 60% of the 27 property owners within the area of concern, i.e. no less than 17 homeowners, are required to sign the petition. In this case, 16 out of 27 homeowners (59%) were in favor of the installation of said signage.

Staff visited the site after the petition was received. The neighborhood is composed of single-family, multiple-family, and apartment complexes. Given the observed amount of vehicles parking on the public street, staff agrees that the installation of time- and day-restricted "No Parking" signage for the purposes of weekly street sweeping access would be beneficial to the neighborhood and maintenance of the street. Engineering staff consulted with its Public Works Division and determined the street sweeping vehicle is scheduled to be in this area every week on Thursday between the hours of 11:00 AM and 1:00 PM with the exception of City holidays.

STAFF RECOMMENDATION:

Staff recommends the following improvements to enhance street sweeping efficiency on both sides of Laurel Avenue between Division Street and E 4th Street:

1. Install "No Parking" signage on poles with time- and day-restricted verbiage (i.e. Every Thursday between 11:00 AM and 1:00 PM; Holidays Excluded) with "Start" and "End" indicators on the public right-of-way at strategic locations.

EXHIBITS:

1. Petition
2. Location Map
3. Photos

2015-17

REQUEST FOR "NO PARKING" STREET SWEEPING SIGNS

PETITION TO REQUEST "NO PARKING" STREET SWEEPING SIGNS ON BOTH SIDES OF
LAUREL AVE BETWEEN DIVISION ST AND E. 4TH ST

NAME (PRINT)	SIGNATURE	DATE	STREET ADDRESS/PHONE NO.
Mary Enrique ^{Pamaguan}	[REDACTED]	3/24/15	127 Laurel Ave NC
ENRIQUE	[REDACTED]	3/24/15	127 LAUREL AVE N.C.
CARMEN ARMENDARIZ	[REDACTED]	3-24-15	40 LAUREL AVE N.C.
Silvia Tapia	[REDACTED]	3-24-15	1243 E 2nd National City
Peggy Cooper	[REDACTED]	3/24/15	323 Laurel Ave. National City
Miguel Rodriguez	[REDACTED]	3/24/15	1307 E 4th St National City 91952
Chris Hill	[REDACTED]	3/24/15	104-126 Laurel Avenue N City 91952
Val E	[REDACTED]	3-24-15	133 Laurel Ave N City, Ca 91950
Clemente Leon	[REDACTED]	3-24-15	21, 23, LAUREL N City
Ruth P. Nieto	[REDACTED]	3-24-15	230 Laurel Ave - National City
Albino Rodriguez	[REDACTED]	3-25-15	910 Laurel Ave
Ron Boone	[REDACTED]	3-25-15	1303 E 1st St NC
RAYDA ALCANTARA	[REDACTED]	3/25/15	100 LAUREL AVE National City
Misael Mendez	[REDACTED]	3/25/15	1318-1320 E 1st St National City
Amanda Victorino	[REDACTED]	3/25/15	105-109 Laurel Ave N.C. CA 91950
Francisco Victorino	[REDACTED]	3-25-15	105/109 Laurel Ave N.C. CA 91950
Terri Turner	[REDACTED]	3/25/15	135/203 Laurel Ave NC 91950
Jappaldeo	[REDACTED]	3/26/15	243 Laurel Ave NC 91950
Justo Pardo	[REDACTED]	3/27/15	301 Laurel N.C. 91950
LORETTA TAYLOR	[REDACTED]	3/28/15	308-320 LAUREL AVE

Location Map with Recommended Enhancements (TSC Item: 2015-17)





Laurel Avenue nearby E. 3rd Street (looking north)



Laurel Avenue nearby E. 1st Street (looking south)



October 7, 2015

Resident(s)/Property Owner(s)
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-17

REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING STREET
SWEEPING" SIGNAGE ON BOTH SIDES OF LAUREL AVENUE
BETWEEN DIVISION STREET AND E. 4TH STREET

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, September 9, 2015, (See attached location map).

This item will now be presented to the City Council of the City of National City on **Tuesday, October 20, 2015, at 6:00 P.M.** The meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-17.

Sincerely,

Stephen Manganiello
City Engineer

SM:kf

2015-17

Location Map with Recommended Enhancements (TSC Item: 2015-17)



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF TIME-RESTRICTED
“NO PARKING STREET SWEEPING” SIGNAGE ON BOTH SIDES OF
LAUREL AVENUE BETWEEN DIVISION STREET AND EAST 4TH STREET

WHEREAS, due to the number of vehicles regularly parked on Laurel Avenue between Division Street and East 4th Street, the resident of 127 Laurel Avenue has requested the installation of time-restricted “No Parking Street Sweeping” signage on both sides of Laurel Avenue between Division Street and East 4th Street to improve scheduled weekly street sweeping access; and

WHEREAS, a resident-initiated petition that was created and distributed around the neighborhood showed that 18 out of 27 homeowners (67%) were in favor of the installation of said signage; and

WHEREAS, after the petition was received, staff visited the site and agreed that the installation of time-restricted “No Parking Street Sweeping” signage for the purposes of weekly street sweeping access would be beneficial to the neighborhood and maintenance of the street; and

WHEREAS, on September 9, 2015, the Traffic Safety Committee unanimously approved staff’s recommendation to install time-restricted “No Parking Street Sweeping” signage on both sides of Laurel Avenue between Division Street and East 4th Street to restrict parking on Thursdays between the hours of 11:00 a.m. and 1:00 p.m., to improve scheduled weekly street sweeping access.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of time-restricted “No Parking Street Sweeping” signage on both sides of Laurel Avenue between Division Street and East 4th Street restricting parking on Thursdays between the hours of 11:00 a.m. and 1:00 p.m., to improve scheduled weekly street sweeping access.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of time-restricted “NO PARKING STREET SWEEPING” signage on both sides of the 300 Block of Drexel Avenue between Belmont Avenue and E. 4th Street. (TSC No. 2015-14) (E

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of time-restricted "NO PARKING STREET SWEEPING" signage on both sides of the 300 Block of Drexel Avenue between Belmont Avenue and E. 4th Street (TSC No. 2015-14)

PREPARED BY: Kenneth Fernandez, P.E.

PHONE: 619-336-4388

EXPLANATION:

See attached.

DEPARTMENT: Engineering and Public Works

APPROVED BY:



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of time-restricted "NO PARKING STREET SWEEPING" signage on both sides of the 300 Block of Drexel Avenue between Belmont Avenue and E. 4th Street

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install time-restricted "NO PARKING STREET SWEEPING" signage on both sides of the 300 Block of Drexel Avenue.

ATTACHMENTS:

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on September 9, 2015 (TSC No. 2015-14)
3. Notice to area residents and property owners
4. Resolution

EXPLANATION

Mr. Tony Aguilera, resident of 324 Drexel Avenue, requested the installation of time-restricted "No Parking Street Sweeping" signage on both sides of the 300 block of Drexel Avenue between Belmont Avenue and E 4th Street to improve scheduled weekly street sweeping access. According to Mr. Aguilera, the street is not properly swept due to the number of vehicles regularly parked on the street. Mr. Aguilera also stated that the amount of vehicles parked on the street often times occupies a majority of available public parking regardless of the time or day of the week.

A resident-initiated petition was created and distributed around the neighborhood. The petition clearly stated the action being requested and specific location of said action. It was then submitted to Engineering staff for review. Staff analyzed the petitions and ascertained that the neighborhood demonstrated enough interest to move forward with the process of installing "No Parking" signage for street sweeping purposes. Specifically, at least 60% of the 13 home owners within the area of concern (i.e., no less than 8 homeowners) were required to sign the petition. In this case, 11 out of 13 homeowners (85%) were in favor of the installation of said signage.

Staff visited the site after the petition was received. The neighborhood is comprised of single-family homes. On the south side of E. 4th Street, there is the San Diego Academy, a K-12 charter school, and Paradise Village, a retirement community. Given the observed amount of vehicles parking on the public street, staff agrees that the installation of time-restricted "No Parking" signage for the purposes of weekly street sweeping access would be beneficial to the neighborhood and maintenance of the street. Staff confirmed that street sweeping for the 300 block of Drexel Avenue is scheduled for Wednesdays between the hours of 9:00 AM and 11:00 AM, with the exception of City holidays.

On September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install time-restricted "No Parking Street Sweeping" signage on both sides of the 300 block of Drexel Avenue between Belmont Avenue and E. 4th Street to improve scheduled weekly street sweeping access. The signage will restrict parking on Wednesdays between the hours of 9:00 AM and 11:00 AM.

Mr. Aguilera was present at a previous Traffic Safety Committee Meeting and spoke on behalf of the item during Public Oral Communication. There was no public opposition to the item at the September 9th Traffic Safety Committee Meeting.

Staff sent letters to area residents and property owners inviting them to attend the City Council Meeting on October 20, 2015.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2015-14)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 9, 2015**

ITEM NO. 2015-14

ITEM TITLE: **REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS ON BOTH SIDES OF THE 300 BLOCK OF DREXEL AVENUE BETWEEN BELMONT AVENUE AND E 4TH STREET (BY T. AGUILERA)**

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Tony Aguilera, resident of 324 Drexel Avenue, has requested the installation of time- and day-restricted "No Parking Street Sweeping" signage on both sides of the 300 block of Drexel Avenue between Belmont Avenue and E 4th Street to improve scheduled weekly street sweeping access. According to Mr. Aguilera, the street is not properly swept due to the number of vehicles regularly parked on the street. Mr. Aguilera also stated that the amount of vehicles parked on the street often times occupies a majority of available public parking regardless of the time or day of the week.

A resident-initiated petition was created and distributed around the neighborhood. The petition clearly stated the action being requested and specific location of said action. It was then submitted to Engineering staff for review. Staff analyzed the petitions and ascertained that the neighborhood demonstrated enough interest to move forward with the process of installing "No Parking" signage for street sweeping purposes. Specifically, at least 60% of the 13 home owners within the area of concern, i.e. no less than 8 homeowners, are required to sign the petition. In this case, 11 out of 13 homeowners (85%) were in favor of the installation of said signage.

Staff visited the site after the petition was received. The neighborhood is composed of single-family homes. However, across the street on E 4th Avenue, there is a private school called the San Diego Academy and Paradise Village, a retirement community. Given the observed amount of vehicles parking on the public street, staff agrees that the installation of time- and day-restricted "No Parking" signage for the purposes of weekly street sweeping access would be beneficial to the neighborhood and maintenance of the street. Engineering staff consulted with its Public Works Division and determined the street sweeping vehicle is scheduled to be in this area every week on Wednesday between the hours of 9:00 AM and 11:00 AM with the exception of City holidays.

STAFF RECOMMENDATION:

Staff recommends the following improvements to enhance street sweeping efficiency on both sides of the 300 block of Drexel Avenue between Belmont Avenue and E 4th Street:

1. Install "No Parking" signage on poles with time- and day-restricted verbiage (i.e. Every Wednesday between 9:00 AM and 11:00 AM; Holidays Excluded) with "Start" and "End" indicators on the public right-of-way at strategic locations.

EXHIBITS:

1. Petition
2. Location Map
3. Photos

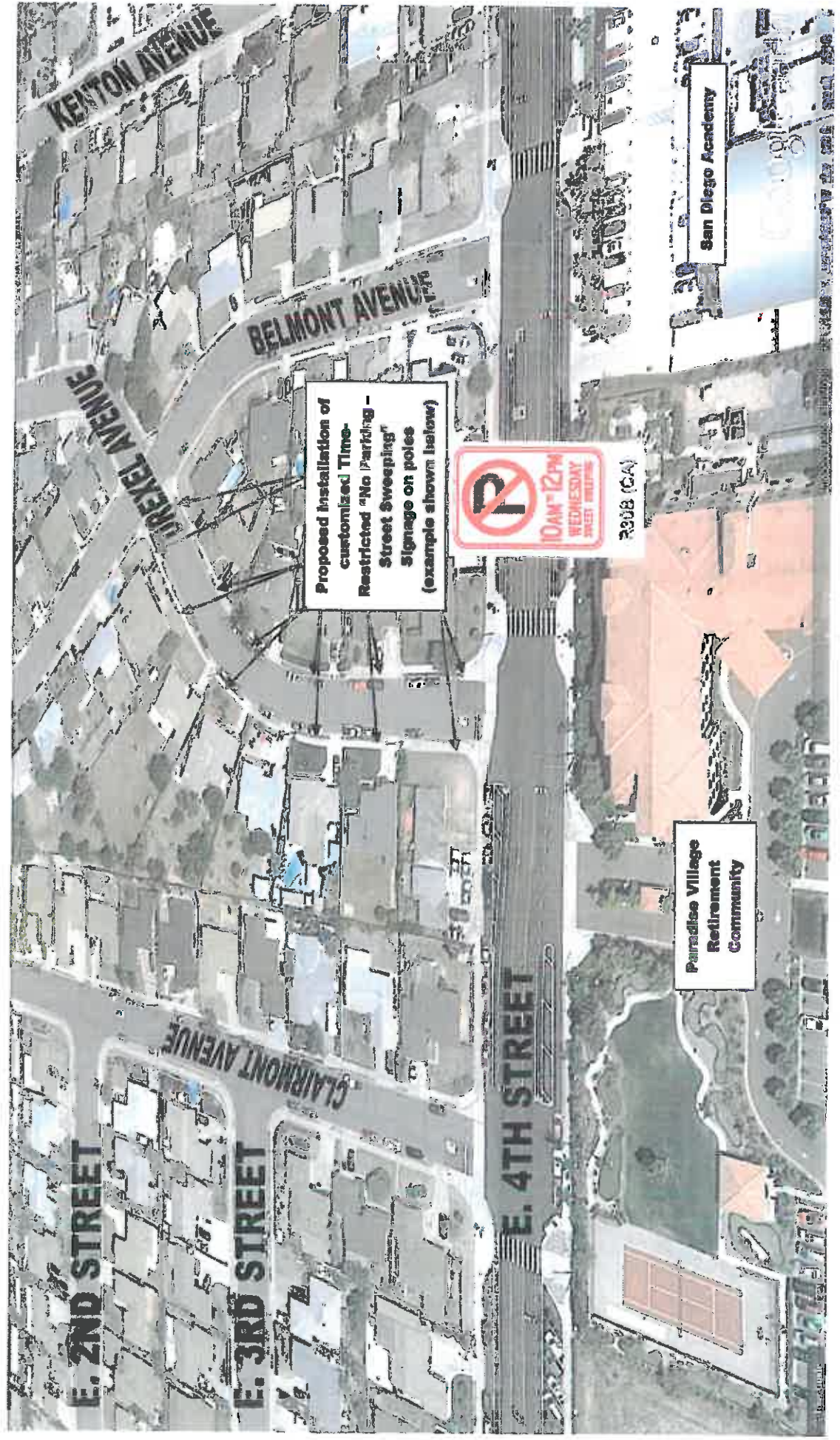
2015-14

PROPERTY OWNERS' REQUEST FOR "NO PARKING"
STREET SWEEPING SIGNS

**PETITION TO REQUEST "NO PARKING" STREET SWEEPING SIGNS ON BOTH SIDES OF THE
300 BLOCK OF SOUTH DREXEL AVENUE**

[illegible]

Location Map with Recommended Enhancements (TSC Item: 2015-14)





300 blk of S. Drexel Avenue nearby E. 4th Street (looking north)



300 blk of S. Drexel Avenue nearby S. Belmont Avenue (looking south)



October 7, 2015

Resident(s)/Property Owner(s)
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-14

REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING STREET
SWEEPING" SIGNAGE ON BOTH SIDES OF THE 300 BLOCK OF
DREXEL AVENUE BETWEEN BELMONT AVENUE AND E 4TH STREET

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, September 9, 2015, (See attached location map).

This item will now be presented to the City Council of the City of National City on **Tuesday, October 20, 2015, at 6:00 P.M.** The meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-14.

Sincerely,

Stephen Manganieillo
City Engineer

SM:kf

2015-14

Location Map with Recommended Enhancements (TSC Item: 2015-14)



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF TIME-RESTRICTED
“NO PARKING STREET SWEEPING” SIGNAGE ON BOTH SIDES
OF THE 300 BLOCK OF DREXEL AVENUE BETWEEN
BELMONT AVENUE AND EAST 4TH STREET

WHEREAS, a resident at 324 Drexel Avenue requested the installation of time-restricted “No Parking Street Sweeping” signage on both sides of the 300 block of Drexel Avenue between Belmont Avenue and East 4th Street because the street is not properly swept due to the number of vehicles regularly parked on it; and

WHEREAS, a resident-initiated petition that was created and distributed around the neighborhood showed that 11 out of 13 homeowners (85%) were in favor of the installation of said signage; and

WHEREAS, after the petition was received, staff visited the site and agrees that the installation of time-restricted “No Parking” signage for the purposes of weekly street sweeping access would be beneficial to the neighborhood and maintenance of the street; and

WHEREAS, on September 9, 2015, the Traffic Safety Committee unanimously approved staff’s recommendation to install time-restricted “No Parking Street Sweeping” signage on both sides of the 300 block of Drexel Avenue, between Belmont Avenue and East 4th Street, to restrict parking on Wednesdays between the hours of 9:00 a.m. and 11:00 a.m., to improve weekly scheduled street sweeping access.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of time-restricted “No Parking Street Sweeping” signage on both sides of the 300 block of Drexel Avenue, between Belmont Avenue and East 4th Street, to restrict parking on Wednesdays between the hours of 9:00 a.m. and 11:00 a.m., to improve weekly scheduled street sweeping access.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of 80 feet of green curb, two-hour time-restricted parking in front of the commercial building located at 905, 907 and 909 E. 8th Street. (TSC No. 2015-15) (Engineeri

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 80 feet of green curb, two-hour time-restricted parking in front of the commercial building located at 905, 907 and 909 E. 8th Street (TSC No. 2015-15)

PREPARED BY: Kenneth Fernandez, P.E.

PHONE: 619-336-4388

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of 80 feet of green curb, two-hour time-restricted parking in front of the commercial building located at 905, 907 and 909 E. 8th Street

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install green curb, two-hour time-restricted parking in front of the commercial building located at 905, 907, and 909 E. 8th St.

ATTACHMENTS:

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on September 9, 2015 (TSC No. 2015-15)
3. Notice to area residents and property owners
4. Resolution

EXPLANATION

Dr. Arleen Crisostomos, DDS, Ms. Gloria Fontillas, and Ms. Luzonita Reeves, three small-business owners and tenants of the commercial building located at 905, 907 and 909 E. 8th Street, respectively, have requested "green curb," two-hour time restricted parking to facilitate and increase parking turnover for their customers. The building, which is owned by Dr. Crisostomos, is located on the northeast corner of E. 8th Street and "I" Avenue.

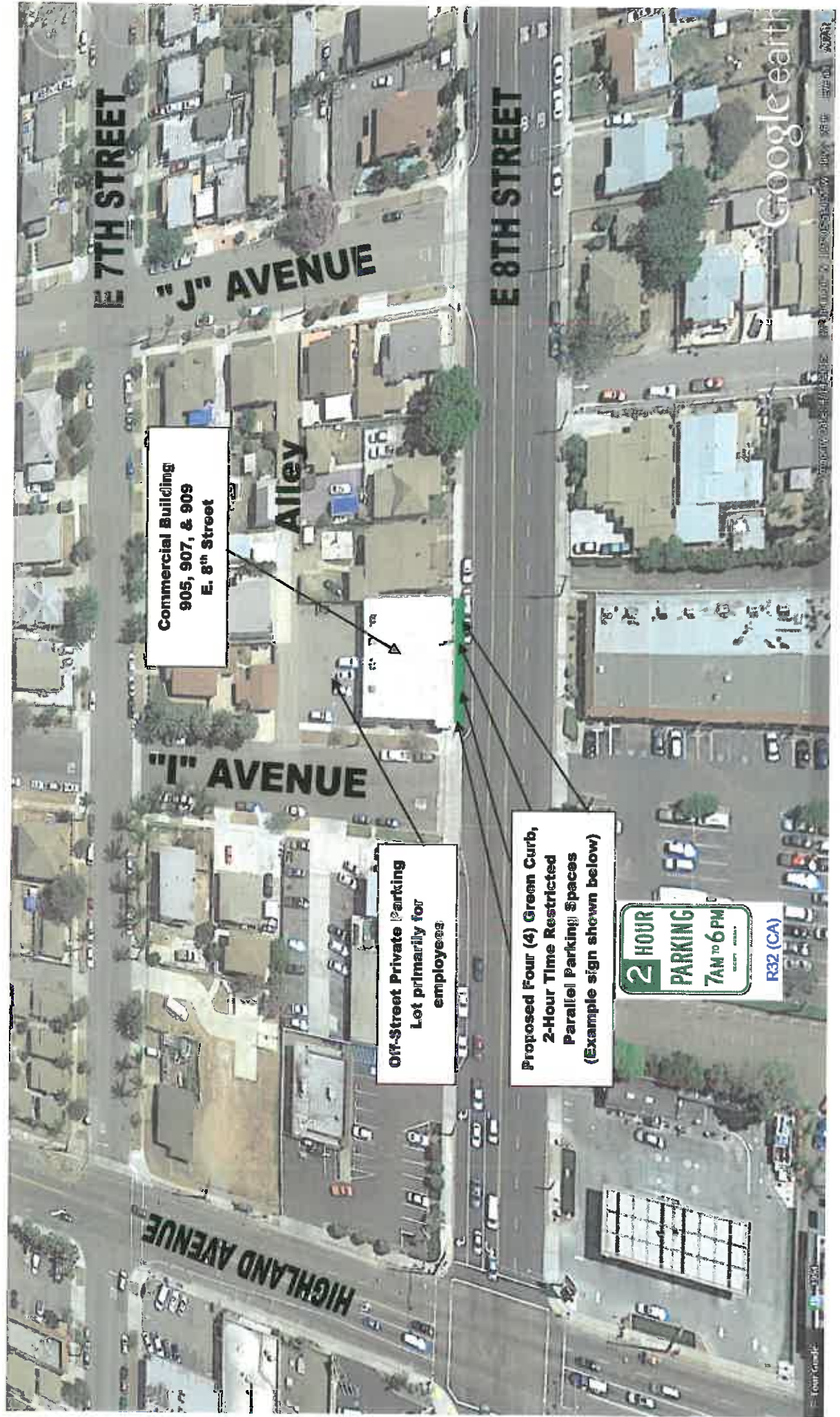
The applicants stated that they do not have sufficient off-street parking for their customers. The parking lot, which is located at the rear of the building and accessible via a public alley, is used primarily by employees. The property frontage along E. 8th Street is approximately 80 feet long, which provides parking for up to four standard-sized vehicles. The business owners have stated that these storefront on-street parking spaces are typically occupied by nearby residents and other businesses, resulting in lack of available parking for their customers. Installation of time restricted parking is appropriate for local businesses to encourage higher parking turnover and more efficient enforcement.

On September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install "green curb," two-hour time restricted parking to facilitate and increase parking turnover for their customers. The two-hour time restriction would be signed for Monday through Saturday from 10:00 AM to 10:00 PM. A member of the Crisostomos family (property owner) was present at the Traffic Safety Meeting and spoke on behalf of the item. There was no public opposition to the item.

Staff sent letters to area residents, property owners and business owners inviting them to attend the City Council Meeting on October 20, 2015.

If approved by City Council, all work will be performed by City Public Works.

Location Map



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 9, 2015**

ITEM NO. 2015-15

ITEM TITLE: REQUEST TO INSTALL TWO-HOUR TIME-RESTRICTED PARKING SPACES IN FRONT OF THE COMMERCIAL BUILDING ON 905, 907, AND 909 E. 8TH STREET (BY A. CRISOSTOMOS/G. FONTILLAS/L. REEVES, BUSINESS OWNERS)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Dr. Arleen Crisostomos, DDS, Ms. Gloria Fontillas, and Ms. Luzonita Reeves, three small-business owners and tenants of the commercial building on 905, 907, and 909 E. 8th Street, respectively, have requested "green curb" two-hour, time restricted parking space to facilitate and increase parking turnover for their customers. The building is owned by Dr. Crisostomos and is located on the northeast corner of E. 8th Street and "I" Avenue.

The businesses do not have an ample and well-lit off-street parking lot for their customers. It is located at the rear of the building and is accessible via public alley but it is used primarily as a parking lot for employees. The storefront is approximately 80 feet long and can fit up to four standard-sized vehicles. The business owners have stated that these storefront on-street parking spaces are typically occupied by nearby residents and other businesses, resulting in lack of available parking for their customers. Installation of time restricted parking is appropriate for local businesses to encourage higher parking turnover and more efficient enforcement.

Engineering Staff visited the site. Staff verified that the commercial does not have ample or convenient off-street parking. There are approximately 80 feet of unrestricted curbside parking available in front of the commercial building on the north side of E. 8th Street between "I" Avenue and the adjacent residential property at 921 E 8th St. This would allow for up to four "green curb" two-hour, time restricted parking spaces. According to all three business owners, short-term parking should solve the loss of business they have been experiencing during the day and evening.

STAFF RECOMMENDATION:

1. Staff recommends the installation of four 20-foot long "green curb" two-hour, time restricted parking spaces with signage (Monday through Saturday, 10:00 AM to 10:00 PM) on the north side of E. 8th Street between "I" Avenue and the adjacent property at 921 E 8th Street

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos

2015-15


RECEIVED
ENGINEERING DEPT.


2015 JUN 15 A 10:34


Engineering and Public Works Department
1243 National City Boulevard
National City, California 91950
May 18, 2015

Dear Mr. Fernandez,

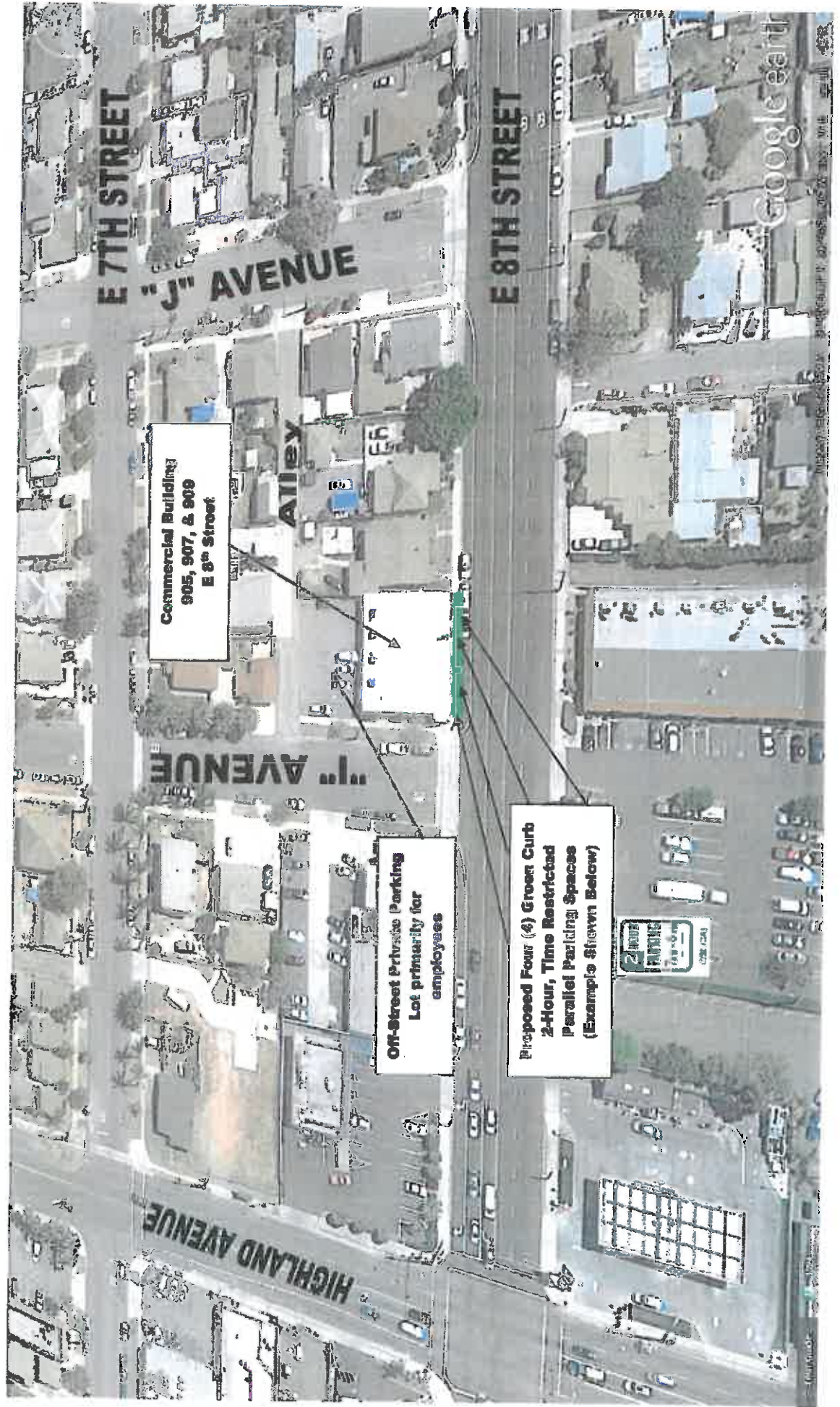
We, the undersigned all own or operate businesses in the building at the corner of East Eighth and I Street in National City. The curbside immediately in front of our building is often being used by persons who live blocks away and park their vehicles there for weeks at a time. This practice makes it impossible for our customers to find a legal place to park when utilizing our services. We respectfully request that the curbside area directly in front of our building be established and signed as a two hour parking zone.


Arleen Crisostomos, DDS
Family Dentistry
Building Owner
905 E Eighth Street
National City, CA 91950


Gloria Fontillas
G.F. Fontillas Uniforms &
Creations
907 E Eighth Street
National City, CA 91950


Lizonita Reeves
Shiatsu Salon
909 E Eighth Street
National City, CA 91950

Location Map





**905, 907, & 909 E 8th Street Commercial Building, east of "I" Ave)
(looking north)**



**905, 907, & 909 E 8th Street Commercial Building, east of "I" Ave)
(looking northeast)**



October 7, 2015

Resident(s)/Property Owner(s)/Business Owner(s)
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-15

REQUEST TO INSTALL "GREEN CURB" TWO-HOUR TIME-
RESTRICTED PARKING SPACES IN FRONT OF THE COMMERCIAL
BUILDING ON 905, 907, AND 909 E. 8TH STREET

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, September 9, 2015, (See attached location map).

This item will now be presented to the City Council of the City of National City on **Tuesday, October 20, 2015, at 6:00 P.M.** The meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-15.

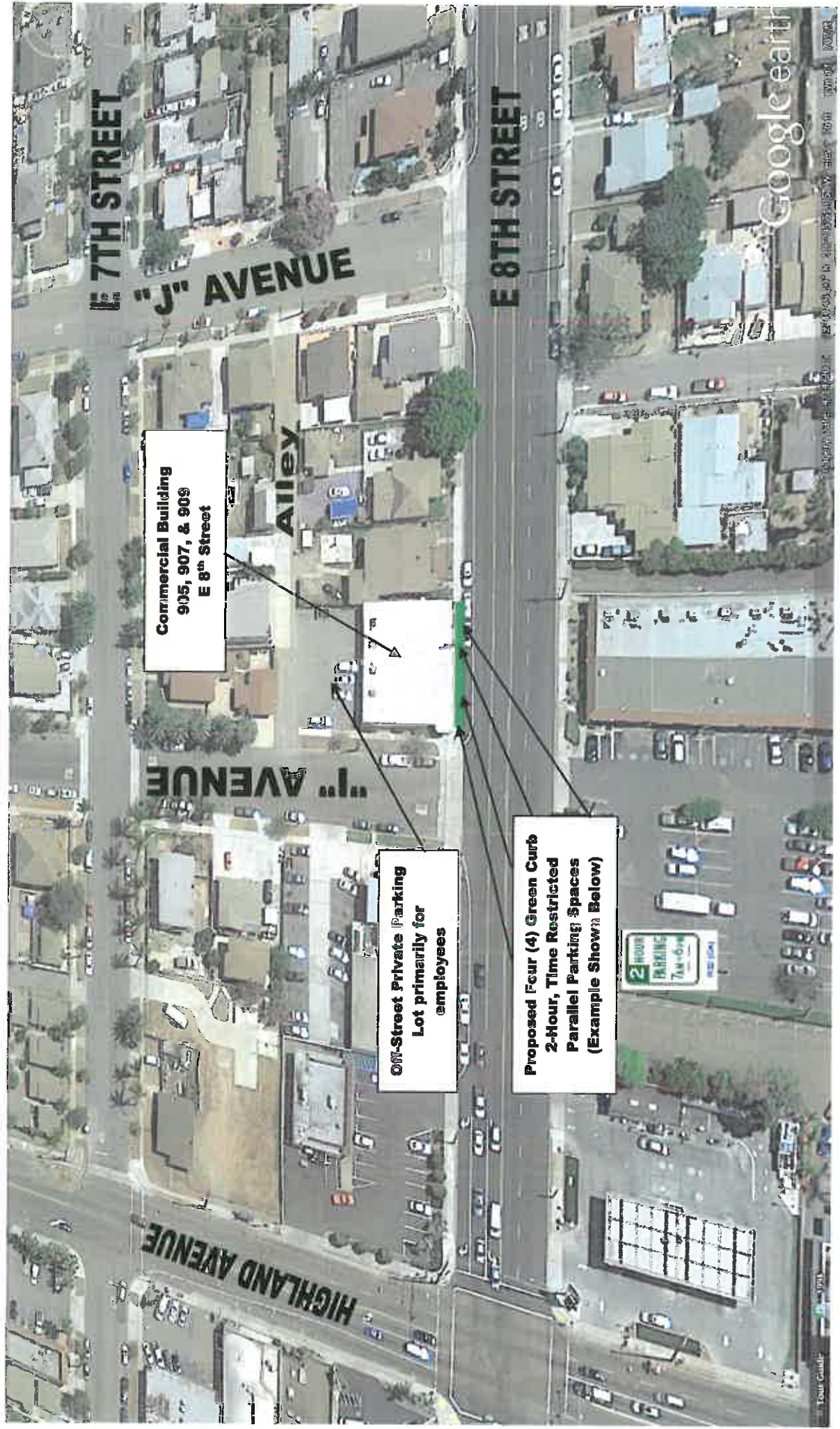
Sincerely,

Stephen Manganiello
City Engineer

SM:kf

2015-15

Location Map



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF 80 FEET OF GREEN CURB,
TWO-HOUR TIME-RESTRICTED PARKING IN FRONT OF THE COMMERCIAL
BUILDING LOCATED AT 905, 907 AND 909 EAST 8TH STREET

WHEREAS, three small-business owners and tenants of the commercial building located at 905, 907 and 909 East 8th Street, which located on the northeast corner of East 8th Street and “I” Avenue, have requested “green curb”, two-hour time restricted parking to facilitate and increase parking turnover for their customers; and

WHEREAS, the businesses do not have sufficient off-street parking for their customers, and the parking lot located at the rear of the building and accessible via a public alley, is used primarily by employees; and

WHEREAS, the business owners have stated that the property frontage along East 8th Street is approximately 80 feet long, which provides parking for up to four standard-sized vehicles, but the spaces are typically occupied by nearby residents and other businesses, resulting in lack of available parking for their customers; and

WHEREAS, on September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install “green curb,” two-hour time restricted parking on Monday through Saturday from 10:00 a.m. to 10:00 p.m., to facilitate and increase parking turnover for customers; and

WHEREAS, a member of the Crisostomos family (property owner) was present at the Traffic Safety Meeting and spoke on behalf of the item.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of “green curb,” two-hour time restricted parking on Monday through Saturday from 10:00 a.m. to 10:00 p.m., to facilitate and increase parking turnover for customers

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Memorandum of Understanding between the City of National City and the Successor Agency to the Community Development Commission as the National City Redevelopmen

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Memorandum of Understanding between the City of National City and the Successor Agency to the Community Development Commission as the National City Redevelopment Agency regarding the distribution of anticipated settlement proceeds from the RSG Arbitration matter

PREPARED BY: Claudia G. Silva Brad Raulston

PHONE: Ext. 4222 Ext. 4256

DEPARTMENT: City Attorney and
Community Development

APPROVED BY: 

APPROVED BY: 

EXPLANATION:

Please see attached staff report

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt proposed resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff report
Memorandum of Understanding
Proposed resolution

Staff Report

BACKGROUND

On February 20, 2007, the former Community Development Commission of the City of National City ("CDC") entered into an Agreement with Rosenow Spevacek Group, Inc. ("RSG") for the 2007 Redevelopment Plan Amendment. The 2007 Redevelopment Plan Amendment was prepared by RSG and eventually adopted in July of 2007. On or about September 2007, the 2007 Redevelopment Plan Amendment was challenged by the Community Youth Athletic Center (the "CYAC matter"). In addition to the reverse validation challenge to the 2007 Redevelopment Plan Amendment, the CYAC matter alleged violations of the public records act, due process, and takings. In April 2015, the trial court entered judgment in the CYAC matter, awarding fees in the amount of \$2,016,249.87.

In or about 2011, the City and CDC commenced arbitration proceedings seeking damages against RSG arising out of work performed by RSG pursuant to its contract with the CDC (the "Arbitration Proceedings"). In the Arbitration Proceedings, the City and CDC (now the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("SA")) alleged that RSG negligently performed its contractual obligations which resulted in compensatory damages. More specifically, the invalidation of the 2007 Redevelopment Plan Amendment (as well as the public record act violations) in the CYAC matter resulted in compensatory damages for the expended and awarded attorneys' fees amounting to over \$3,000,000; compensatory damages representing the loss of revenues which were dependent upon validation of the 2007 Redevelopment Plan, in the form of increased sales tax to the City (\$18,000,000), increased property tax/tax increment to the Successor Agency (\$12,640,000), and the value of developer-provided infrastructure improvements (\$2,500,000); and, the damages related to the additional expenses incurred by the SA related to increased bonding expenses (\$9,148,840) for the 2011 bonds.

During the course of the Arbitration Proceedings, extensive discovery was undertaken by the parties. The City and SA determined that RSG was insured with an aggregate policy limit of \$2,000,000, reduced by claim expenses. The Arbitration Proceedings defense costs (by RSG) have been paid from the insurance policy proceeds, thereby reducing the available policy limits to approximately \$1,800,000.

During the pendency of the Arbitration Proceedings, the parties engaged in two lengthy negotiations conducted at two mediation sessions over many months. The parties agreed to settle the matter for the available policy limits, contingent upon approval by the Oversight Board and California Department of Finance ("DOF"). The Oversight Board approved the settlement. The DOF denied approval, stating the DOF needed documentation of the distribution of the estimated \$1,800,000 between the SA and the City.

Successor Agency staff have been engaging in discussions with DOF to obtain approval of the settlement so that the Arbitration Proceedings can conclude. Successor Agency staff has suggested to DOF that approval can include a requirement that distribution of the proceeds between the City and SA requires separate approval by DOF.

MEMORANDUM OF UNDERSTANDING REGARDING DISTRIBUTION OF SETTLEMENT PROCEEDS

While the conversation between staff and DOF are still occurring, staff has drafted a memorandum of understanding between the City and SA regarding the distribution of the settlement proceeds. The proposed memorandum of understanding ("MOU") distributes the settlement proceeds proportionally between the City and SA based on each party's respective percentage of damages, which are summarized above. The total approximate damage claimed by the SA is \$24,702,589 and the total approximate damage claimed by the City is \$20,777,074. This methodology results in the SA receiving 54% and the City receiving 45% of the balance of the settlement proceeds, after the attorneys' fees are paid.

RECOMMENDATION

Staff recommends authorizing the Mayor to execute the MOU.

These actions would require Oversight Board approval and DOF approval before they are final. The MOU contains these contingencies. This item is on the Oversight Board agenda for October 21, 2015.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NATIONAL CITY AND
THE SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY**

This Memorandum of Understanding is entered into this 20th day of October, 2015, by and between the City of National City ("City") and the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("SA").

RECITALS

- A. In 2011, the CITY and SA commenced arbitration proceedings against Rosenow Spevacek Group, Inc. ("RSG") arising out of work performed by RSG pursuant to its contract with the Community Development Commission of the City of National City dated February 20, 2007 (the "Arbitration Proceedings") .
- B. In the Arbitration Proceedings, the CITY and SA alleged that RSG negligently performed its contractual obligations resulting in invalidation of the 2007 Redevelopment Plan Update in an action filed by Community Youth Athletic Center and others (collectively "CYAC"). The Superior Court's judgment invalidating the Redevelopment Plan in the underlying action was affirmed by the Court of Appeal in 2013.
- C. In the Arbitration Proceedings, the CITY and SA sought compensatory damages from RSG, representing (1) attorney fees totaling \$2,016,249 awarded in the underlying action; (2) attorney's fees totaling \$1,064,574 incurred by the CITY (\$277,074) and SA (\$787,500) in defending the underlying action; (3) attorney's fees exceeding \$110,000 to prosecute the Arbitration Proceedings; and (4) compensatory damages representing (a) loss of revenues caused by disruption of improvement and development within the City which was dependent upon validation of the Redevelopment Plan Amendment, in the form of increased sales tax revenue to the CITY (\$18,000,000), increased property tax/tax increment revenue to the SA (\$12,640,000), the value of developer-provided infrastructure improvements to the CITY (\$2,500,000), etc.; and (b) additional expenses incurred by the SA related to increased bonding expenses caused by the invalidation proceedings (\$9,148,840). The damages alleged were approximately \$24,702,589 for the SA and approximately \$20,777,074 for the CITY.

- D. Following a period of due diligence and formal discovery, it was determined that RSG was insured by National Union Fire Insurance Company of Pittsburgh, PA with aggregate policy limits of \$2,000,000.00 reduced by claims expenses. RSG denied liability for the claims and damages alleged by CITY and SA. RSG incurred legal fees and costs to defend the Arbitration Proceedings, which have been paid from the proceeds of the National Union Policy, thereby reducing the available policy limits. Due diligence and discovery by CITY and SA revealed that RSG is likely unable to satisfy a judgment or award in favor of CITY and SA substantially in excess of its available insurance policy limits.
- E. During the pendency of the Arbitration Proceedings, the Parties engaged in two lengthy negotiations conducted at two mediation sessions over many months. The Parties agreed to settle the disputes between them for approximately \$1,800,000 subject to the terms and conditions set forth in the settlement agreement, which was subject to California Department of Finance ("DOF") approval.
- F. The DOF sought review of the settlement agreement, and stated it could not approve the Oversight Board action regarding the settlement agreement until DOF receives documentation delineating the breakdown of the estimated \$1,800,000 between the SA and the City.
- G. This Memorandum of Understanding ("MOU") is intended to document the distribution of the estimated \$1,800,000 between the SA and the CITY.

NOW, THEREFORE, the SA and the CITY agree as follows:

- 1. The amount of proceeds received by RSG from the settlement of the RSG Arbitration Proceedings shall be distributed as follows:
 - a. Prior to distribution between the CITY and SA, the attorneys' fees due to Mazzaella and Mazzaella shall be paid, pursuant to and as obligated by the Agreement for Legal Services previously approved by DOF; and,
 - b. After the attorneys' fees due to Mazzaella and Mazzaella have been paid, the balance of the proceeds shall be distributed between the CITY and SA reflective of their damages described in the recitals above, as follows:
 - i. SA shall receive 54% of the balance remaining; and,
 - ii. CITY shall receive 46% of the balance remaining.

2. This MOU shall be effective upon approval by the parties, the Oversight Board, and the California Department of Finance.

IN WITNESS WHEREOF, the parties have executed this MOU on the date and year first written above.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

**SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT
COMMISSION AS THE NATIONAL CITY
REDEVELOPMENT AGENCY**

By: _____
Ron Morrison, Chairman

APPROVED AS TO FORM:

Claudia G. Silva
City Attorney

APPROVED AS TO FORM:

Claudia G. Silva
General Counsel

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY AND THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY
REDEVELOPMENT AGENCY REGARDING THE DISTRIBUTION OF ANTICIPATED
SETTLEMENT PROCEEDS FROM THE RSG ARBITRATION MATTER

WHEREAS, on February 20, 2007, the former Community Development Commission of the City of National City (“CDC”) entered into an Agreement with Rosenow Spevacek Group, Inc. (“RSG”), for the 2007 Redevelopment Plan Amendment; and

WHEREAS, the 2007 Redevelopment Plan Amendment was prepared by RSG and eventually adopted in July of 2007; and

WHEREAS, in September 2007, the 2007 Redevelopment Plan Amendment was challenged by the Community Youth Athletic Center (the “CYAC matter”); and

WHEREAS, in April 2015, the trial court entered judgment in the CYAC matter, awarding fees to CYAC in the amount of \$2,016,249.87; and

WHEREAS, in 2011, the City and CDC (now the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (“SA”)) commenced arbitration proceedings seeking damages against RSG arising out of work performed by RSG pursuant to its contract with the CDC (the “Arbitration Proceedings”); and

WHEREAS, in the Arbitration Proceedings, the City and SA alleged that RSG negligently performed its contractual obligations resulting in compensatory damages; and

WHEREAS, the parties agreed in the Arbitration Proceedings to settle the matter for insurance policy limits estimated at \$1,800,000, contingent upon approval by the Oversight Board and the California Department of Finance (“DOF”); and

WHEREAS, the Oversight Board approved the settlement, but the DOF denied approval because the DOF required documentation of the settlement distribution between the SA and the City; and

WHEREAS, the proposed memorandum of understanding between the City and SA addresses DOF’s concern and distributes the settlement proceeds proportionally between the City and SA based on each party’s respective percentage of damages with the total approximate damage claimed by the SA at \$24,702,589, and the total approximate damage claimed by the City at \$20,777,074. This methodology results in the SA receiving 54% and the City receiving 45% of the balance of the settlement proceeds, after the attorneys’ fees are paid; and

WHEREAS, the MOU must be approved by both the Oversight Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (“Oversight Board”) and the California Department of Finance prior to being effective.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Memorandum of Understanding between the City and the Successor Agency to the Community Development Commission as the National City Redevelopment Agency regarding the distribution of anticipated proceeds from the RSG Arbitration matter.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - Sweetwater High School's Homecoming & Halftime Fireworks Show on November 6, 2015 from 5 p.m. to 10 p.m. at 2900 Highland Avenue. This is a City co-sponsored event per Council Policy No. 804. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit - Sweetwater High School's Homecoming & Halftime Fireworks Show on November 6, 2015 from 5 p.m. to 10 p.m. at 2900 Highland Avenue. This is a City co-sponsored event per Council Policy No. 804.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Sweetwater High School to conduct their yearly Homecoming Football Game & Halftime Show on November 6, 2015. During halftime, the Homecoming Court will be announced and pyrotechnics will be set off from the lower field area. This homecoming event will also have a pre-game walking parade, introduction of homecoming candidates and several school performing groups.

This event is a National City Co-Sponsored event (Council Policy #804) and is eligible for a maximum fee reduction of \$1,000.00. This is a recurring annual event.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP through various City departments, \$1,104.00 for Fire and \$867.12 for Police.

Total fees are \$ 2,208.12

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with a fee credit in the amount of \$1,000.00.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

EVENT INFORMATION

Type of Event:

☐ Public Concert

☒ Parade

☐ Motion Picture

☐ Fair

☐ Demonstration

☐ Grand Opening

☐ Festival

☐ Circus

☒ Other Homecoming FB game

☐ Community event

☐ Block Party

Event Title: Homecoming

Event Location: Sweetwater High School, Gail Devers Stadium

Event Date(s): From 11-6-15 to 11-6-15

Actual Event Hours: 5:00 PM to 10:00 PM

Total Anticipated Attendance: 1,500 (150 Participants 1350 Spectators)

Setup/assembly/construction Date: 11-6-15 Start time: 2:30 PM

Please describe the scope of your setup/assembly work (specific details): _____

FB field, Concessions, Fireworks on lower field, Homecoming parade & candidates on upper field

Dismantle Date: 11-6-15 Completion Time: 10:30 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Sweetwater Union High School

Chief Officer of Organization (Name) Mrs. Maribel Gavin

Applicant (Name): Patricia Pérez - Assistant Principal

Address: 2900 Highland Ave Unit D

Daytime Phone: (619)474-9751 Evening Phone: (619)757-0545

Fax: 619-474-9755 E-Mail: patricia.perez@sweetwaterschools.org

Contact Person "on site" day of the event: Patricia Pérez Cellular: 619-757-0545

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☒ YES ☐ NO

If YES, please explain the purpose and provide amount(s): Ticket sales help support

SUHI Athletics programs. Adults = \$8; Students/Seniors, Kids 6-12 = \$6; kids 5 and under = free

\$8,500 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 6,500 Estimated Expenses for this event.

\$ 2,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

We begin with a "people parade" - alumni, Homecoming Candidates and school performing groups:

Cheer, band, baile folklorico, mariachi, advanced dance, pop warner cheer. Then we have game

kick-off at 7pm and halftime show at about 7:45-8pm with fireworks. Golf carts will be used on field.

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: N/A - no cars

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☒ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

Concessions - soda, AZ tea, gatorade, nachos, hot dogs, tacos, chips, candy, etc. Suhi Gear - hats, shirts, sweaters

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 2-4 Sizes 10x10 ft
NOTE: A separate Fire Department permit is required for tents or canopies.

☒ YES ☐ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: School PA system for FB game play by play calls and Halftime Coronation event

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☒ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: At tables - pre-packaged, pre-heated - food handlers gloves / tacos @ gas grill
If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify):

☒ Portable and/or Permanent Toilet Facilities
Number of portable toilets: N/A (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

☒ Tables # 15 and Chairs # 20

☒ Fencing, barriers and/or barricades

☒ Generator locations and/or source of electricity

☒ Canopies or tent locations (include tent/canopy dimensions)

☒ Booths, exhibits, displays or enclosures

☒ Scaffolding, bleachers, platforms, stages, grandstands or related structures

☒ Vehicles and/or trailers

☒ Other related event components not covered above

Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 35 Trash containers with lids: 35

Describe your plan for clean-up and removal of waste and garbage during and after the event:
Custodial staff cleans bleachers, field, surrounding premises, restrooms and dumps all trash in large trash containers on campus to be picked up over the weekend.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

City Wide Protection Services - 3 Security; 10 staff members assigned supervision; 10 coaches

Requesting NCPD - 2 Officers;

☒ YES ☐ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: City Wide Protection Services

Security Organization Address: 9320 Willowgrove Avenue, Santee, CA

Security Director (Name): Dennis Rodriguez Phone: (619)938-2333

☒ YES ☐ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Stadium lights, school grounds lighting

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

1 athletic trainer on site, on field for both teams - total 2

All coaches on site trained and certified in First Aid & CPR

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

ADA approved ramps and walkways and seating in bleachers

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Parking lots off 28th and F Avenue and 30th Street; off-street parking

Please describe your plan for DISABLED PARKING:

Handicap spots available in both lots

Please describe your plans to notify all residents, businesses and churches impacted by the event:

Marquee, PA announcements, school website

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: NA Number of Bands: 1 school band
Type of Music: all played by DJ via DJ sound system - various song selections

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:
Start time: 5 PM Finish Time 10 PM

☒ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: 3 PM Finish Time 5 PM

Please describe the sound equipment that will be used for your event:
DJ sound equipment

☒ YES ☐ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:
Fireworks for halftime HC Queen coronation

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:
paper signs, spirit posters, vinyl school spirit banners

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of Insurance must be attached to this permit.

Organization Sweetwater Union High School

Person In Charge of Activity Patricia Perez

Address 2900 Highland Avenue, National City, CA 91950

Telephone 619-474-9751 Date(s) of Use Nov. 6th, 2015

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date



Patricia
Perez

Assistant
Principal

10/12/15

For Office Use Only

Certificate of Insurance Approved _____ Date 11-6-15

Staff assigned to
supervise
area
help

Fireworks
set up

Secure fencing
around entire
perimeter

17

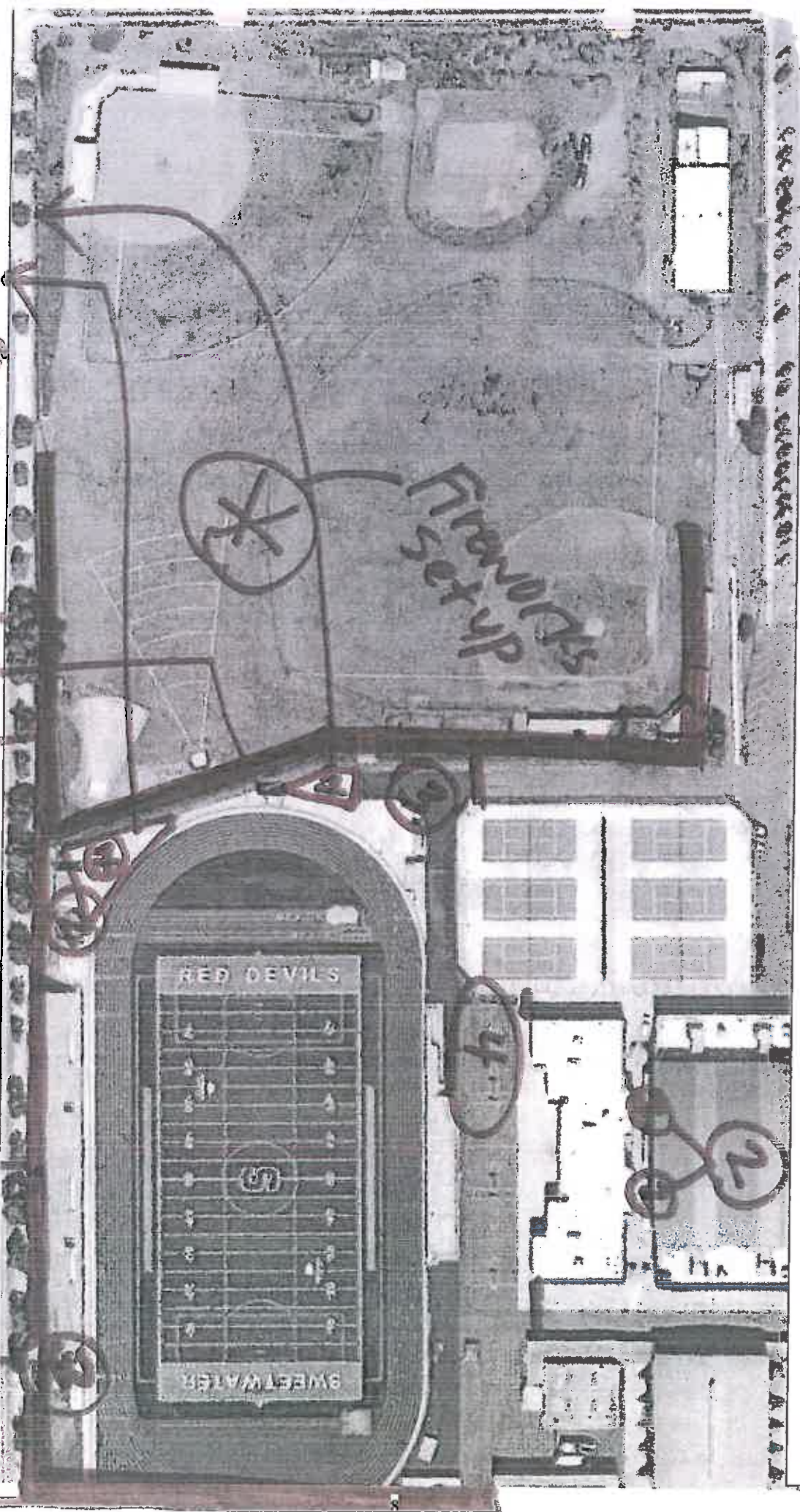
RED DEVILS

4

2

D Ave

D Ave



1- Concessions (tables & chairs)

2- Restrooms

3- Lights source

4- Deck carts

Perimeter Fencing

Lights source

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this 15th day of Sept, 2015, by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and SWEETWATER HIGH SCHOOL, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on NOVEMBER 6, 2015, at approximately 8:30 PM at SWEETWATER HIGH SCHOOL, 2000 HIGHLAND AVE., NATIONAL CITY, CA. Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$2,000.00 USD (TWO THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$1,000.00 USD (ONE THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$1,104.00 OR an amount to be determined, for a total of \$2,104.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than SEPTEMBER 25, 2015. The balance of the Fee shall be paid no later than NOVEMBER 9, 2015. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the NATIONAL CITY FIRE DEPARTMENT, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fees set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailingsuch Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - SWEETWATER HIGH SCHOOL, 2900 HIGHLAND AVE, NATIONAL CITY, CA 91950.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

SWEETWATER HIGH SCHOOL
PROGRAM A
NOVEMBER 6, 2015
Page 3 of 4

18. Modification of Terms - All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

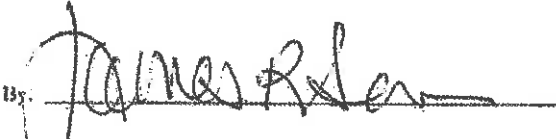
19. Severability - If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. Price Firm - If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.


PRICE FIRM through SEPTEMBER 25, 2015
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: 
Its: President

SWEETWATER HIGH SCHOOL

By: 
Its: Assistant Principal of Student Activities
Patricia E. Perez
Print Name

SHOW PRODUCER: SAM BRUGGEMA

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

SWEETWATER HIGH SCHOOL
PROGRAM A
NOVEMBER 6, 2015
Page 4 of 4

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
SWEETWATER HIGH SCHOOL ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on NOVEMBER 6, 2015, at approximately 8:30 PM at SWEETWATER HIGH SCHOOL, 2900 HIGHLAND AVE., NATIONAL CITY, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DIVISION
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Sweetwater High School
EVENT: Homecoming 2015
DATE OF EVENT: November 6, 2015
TIME OF EVENT: 5:00pm to 10:00pm

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

POLICE

Every year we handle a large portion of their security detail for this event. Just last year we provided two police officers and explorers to handle this event, which is their largest attendance during the entire year. My recommendation would be to have the school district pay for a minimum of two police officers and any other police volunteers we can recruit to help for this event.

Therefore, the cost for (2) officers are as follows:

4:30 pm to 10:30 pm = 6 hours overtime (includes donning and doffing)

6 hours X \$72.26 (overtime rate per officer / benefits) X 2 (officers required) =
\$867.12 (if we can get two reserve officers)

FINANCE

If the school faculty and/or students will be the ones selling and preparing the food (tacos, nachos) they need a "Food Handlers" permit from the Health Department for each person that will be handling the food. If it will be an outsourced vendor selling the aforementioned items, they will need a business license and health permit.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FIRE

Stipulations required by the Fire Department for this event are as follows:

FEE \$1,104.00
MEETING REQUEST WITH ORGANIZERS
Fireworks Permit Needed

Stipulations required by the Fire Department for this event are as follows:

- 1) Fire Department Permit is required for the fireworks display. Permit to be requested and all necessary information provided to the Fire Department a minimum of 14 days prior to the event. Total permit fee for this event is (\$1,104.00) one thousand one hundred and four dollars. Fees can only be waived by the City Council.
- 2) Fireworks display operations shall be under the direct supervision of a pyrotechnic operator. Pyrotechnic operator shall possess a valid pyrotechnic operator license.
- 3) Fire safety inspection is to be conducted by the Fire Department of the designated fireworks display area prior to display being conducted.
- 4) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$200.00
 - Tents having an area more than 201 square feet shall be \$400.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$250.00.
 - Canopies from 501-600 square feet shall be \$300.00.
 - Canopies from \$601.00 or greater shall be \$400.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.
- 5) All cooking areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.

- 6) **Occupancy load to be maintained at all times in all grandstand and bleacher seating areas etc. Means of egress such as aisle ways and stairs shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous.**
- 7) Aisles located within an accessible route of travel shall also comply with the Building Code requirements for accessibility.
- 8) Fire Department access into and through football field and surrounding areas are to be maintained at all times.
- 9) Access to Sweetwater High School to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 10) Fire Hydrants shall not be blocked or obstructed.
- 11) **Site map indicating access points, booth layout, fireworks display area and fireworks fallout area is required.**
- 12) Guest and participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s). Vehicles on and around the field are to pull immediately to the right upon approach of emergency vehicle(s).
- 13) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event. Inspection to include fireworks area, cooking area, grandstands, etc.
- 14) Minimum \$602.00 after hour inspection fee is required for all Fire Safety Inspections taking place after hours, weekends and holidays.
- 10) Internal combustion power sources/light towers shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the tent/canopy, membrane structures etc.
- 16) **Total for event shall be \$1,104.00 , Fees can only be waived by City Council.**

If you have any questions please feel free to contact me.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - 9th Annual State of the City Address sponsored by the City of National City on November 9, 2015 from 5:00 p.m. to 8:00 p.m. at Cornerstone Church located at 1914 Sweetwater Road. This is a City-sponsored event per Council Policy No.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – 9th Annual State of the City Address sponsored by the City of National City on November 9, 2015 from 5:00 p.m. to 8:00 p.m. at Cornerstone Church located at 1914 Sweetwater Road. This is a City-sponsored event per Council Policy No. 804.

PREPARED BY: Dionisia Trejo |

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255 |

APPROVED BY: 

EXPLANATION:

This is a request from the City of National City to conduct the 9th Annual State of the City Address event on November 9, 2015 from 5:00 p.m. to 8:00 p.m. at 1914 Sweetwater Road.

This is an annual event where the Mayor addresses National City residents regarding City accomplishments to date. Various vendors will provide food samples.

No city street closures required for this event.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP through various City departments.
Total fees are \$237.00

ENVIRONMENTAL REVIEW:

||

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

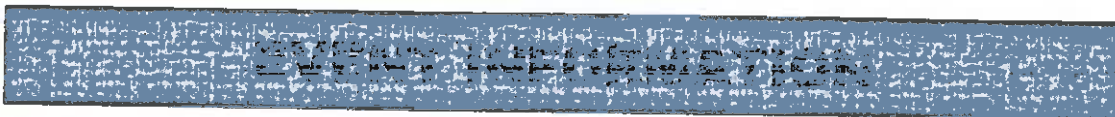
Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval and waiver of fees according to Council Policy No. 804. |

BOARD / COMMISSION RECOMMENDATION:

|

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



Type of Event:

☐ Public Concert
☐ Parade
☐ Motion Picture

☐ Fair
☐ Demonstration
☐ Grand Opening

☐ Festival
☐ Circus
☐ Other _____

☒ Community event
☐ Block Party

Event Title: 9th Annual State of the City Address

Event Location: Cornerstone Church, 1914 Sweetwater Road

Event Date(s): From 11/9/15 to 11/9/15

Actual Event Hours: 5:00 PM to 8:00 PM

Total Anticipated Attendance: 500 (_____ Participants _____ Spectators)

Setup/assembly/construction Date: 11/9/15 Start time: 10:00 AM

Please describe the scope of your setup/assembly work (specific details): _____
setup tables, chairs, canopies

Dismantle Date: 11/9/15 Completion Time: 10:00 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

None

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: City of National City

Chief Officer of Organization (Name) Mayor Ron Morrison

Applicant (Name): Mayor Ron Morrison

Address: 1243 National City Blvd, National City

Daytime Phone: 619-336-4233 Evening Phone: 619-250-6091

Fax: 619-336-4239

E-Mail: rmorrison@nationalcityca.gov

Contact Person "on site" day of the event: Josie Flores-Clark Cellular: 619-787-3687

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☐ YES ☒ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

\$ 0.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ N/A Estimated Expenses for this event.

\$ 0.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

The Mayor will address the community regarding City accomplishments to date.

Various restaurants will provide food samples to the guests after the program.

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☐ YES ☒ NO Will items or services be sold at the event? If yes, please describe: _____

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 15-25 Sizes 12 x 12
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☒ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: using warming trays / barbecuing
If you intend to cook food in the event area please specify the method:
____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☒ Tables # 45 and Chairs # 50
☐ Fencing, barriers and/or barricades
☐ Generator locations and/or source of electricity
☒ Canopies or tent locations (include tent/canopy dimensions)
☐ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☒ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 20 Trash containers with lids: 4

Describe your plan for clean-up and removal of waste and garbage during and after the event:
We will be using EDCO recyclable bins and along with volunteers will clean-up after the event.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

Cornerstone Church staff volunteers along with NCPD in attendance

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☒ YES ☐ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:
Light Towers will be used to illuminate the event.

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
First Aid station with Cornerstone Church.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
Cornerstone Church facility is ADA compliant.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Cornerstone Church property parking and shuttle provided for transportation.

Please describe your plan for DISABLED PARKING:

Cornerstone Church has posted parking areas for disabled guests.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

N/A

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

PERMISSIONS AND

☐ YES ☒ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: _____

☐ YES ☒ NO Will sound amplification be used? If YES, please indicate:
Start time: _____ AM Finish Time _____ PM

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ PM Finish Time _____ PM
Please describe the sound equipment that will be used for your event:

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:
We will have sponsor banners and generator lighting

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization City of National City
Person in Charge of Activity Mayor Ron Morrison
Address 1243 National City Blvd., National City CA 91950
Telephone 619-336-4233 Date(s) of Use 11/9/2015

HOLD HARMLESS AGREEMENT

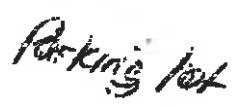
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date

 11/12/15

For Office Use Only

Certificate of Insurance Approved _____ Date 11/9/15



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DIVISION
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: City of National City
EVENT: 9th Annual State of the City Address
DATE OF EVENT: November 9, 2015
TIME OF EVENT: 5 p.m. to 8 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

Provide valid copy of insurance certificate naming the City of National City.

Provide Additional insured endorsement naming the City of National City as an additional named insured.

FIRE (619) 336-4550

NO FEE FOR EVENT AS LONG
AS INSPECTION IS DONE
DURING NORMAL BUSINESS
HOURS

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times.
- 2) Means of egress shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous.

- 3) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes. **A 26 foot turning radius shall be required at all turn lanes surrounding structure.**
- 4) Provide 2A:10BC fire extinguishers in the food areas. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from one extinguisher to another shall not be more than 75 feet travel distance. All fire extinguishers to have a current "State Fire Marshal Tag" attached. *Please see attached example*
- 5) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 – 200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 6) Canopies (10x10's) can be grouped together and are not to exceed four in a group (400 square feet). A separation of 10 feet shall be required between groups of four (400 Square feet). If canopies grouped together exceed 400 square feet, a charge and permit will be required by the National City Fire Department prior to the event. **Please contact the National City Fire Department for requirements.**
- 7) Internal combustion power sources (Generator) that may be used for the event shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Fueling shall be performed prior to beginning of event.

- 8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20 feet away from tents and people.**
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" Only.
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas and grounds surrounding the event.
- 11) First Aid will be provided by organization
- 12) Fees can only be waived by City Council.

POLICE

Extra Patrol will be provided for this event.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended August 31, 2015. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Investment transactions for the month ended August 31, 2015.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending August 31, 2015.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended August 31, 2015.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



City of National City Consolidated
Account #10218

Transaction Ledger
7/31/15 Thru 8/31/15

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2015	60934N807	2,812.50	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2,812.50	0.00	2,812.50	0.00
Purchase	08/04/2015	60934N807	2.10	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2.10	0.00	2.10	0.00
Purchase	08/08/2015	60934N807	2,581.25	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2,581.25	0.00	2,581.25	0.00
Purchase	08/15/2015	60934N807	1,587.50	Federated Govt Oblig Fund Inst.	1.000	0.01 %	1,587.50	0.00	1,587.50	0.00
Purchase	08/15/2015	60934N807	520,000.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	520,000.00	0.00	520,000.00	0.00
Purchase	08/17/2015	60934N807	1,168.75	Federated Govt Oblig Fund Inst.	1.000	0.01 %	1,168.75	0.00	1,168.75	0.00
Purchase	08/17/2015	60934N807	425,000.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	425,000.00	0.00	425,000.00	0.00
Purchase	08/25/2015	60934N807	5,750.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	5,750.00	0.00	5,750.00	0.00
Purchase	08/28/2015	60934N807	2,384.38	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2,384.38	0.00	2,384.38	0.00
Purchase	08/31/2015	3135G0E33	170,000.00	FNMA Note 1.125% Due 7/20/2018	100.119	1.08 %	170,201.96	217.81	170,419.77	0.00
Purchase	08/31/2015	3135G0YT4	440,000.00	FNMA Note 1.625% Due 11/27/2018	101.396	1.18 %	446,141.96	1,866.94	448,008.90	0.00
Purchase	08/31/2015	60934N807	2,850.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2,850.00	0.00	2,850.00	0.00
Purchase	08/31/2015	912828ST8	225,000.00	US Treasury Note 1.25% Due 4/30/2019	100.082	1.23 %	225,185.32	940.05	226,125.37	0.00
		Subtotal	1,799,136.48				1,805,665.72	3,024.80	1,808,690.52	0.00
TOTAL ACQUISITIONS			1,799,136.48				1,805,665.72	3,024.80	1,808,690.52	0.00
DISPOSITIONS										
Sale	08/31/2015	60934N807	844,554.04	Federated Govt Oblig Fund Inst.	1.000	0.01 %	844,554.04	0.00	844,554.04	0.00
		Subtotal	844,554.04				844,554.04	0.00	844,554.04	0.00
Maturity	08/15/2015	912828TK6	520,000.00	US Treasury Note 0.25% Due 8/15/2015	100.000		520,000.00	0.00	520,000.00	-22.05
Maturity	08/17/2015	3133EADW5	425,000.00	FFCB Note 0.55% Due 8/17/2015	100.000		425,000.00	0.00	425,000.00	739.50
Maturity	08/18/2015	3136FPAB3	500,000.00	FNMA Callable Note 1X 2/18/2011 2% Due 8/18/2015	100.000		500,000.00	0.00	500,000.00	0.00
		Subtotal	1,445,000.00				1,445,000.00	0.00	1,445,000.00	717.45
Security Withdrawal	08/19/2015	60934N807	1,120.00	Federated Govt Oblig Fund Inst.	1.000		1,120.00	0.00	1,120.00	0.00



City of National City Consolidated
Account #10218

Transaction Ledger
7/31/15 Thru 8/31/15

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	08/31/2015	90SDCP\$00	8,000.00	County of San Diego Pooled Investment Pool	1.000		8,000.00	0.00	8,000.00	0.00
	Subtotal		9,120.00				9,120.00	0.00	9,120.00	0.00
TOTAL DISPOSITIONS			2,298,674.04				2,298,674.04	0.00	2,298,674.04	717.45
OTHER TRANSACTIONS										
Interest	08/01/2015	3137EADK2	450,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	08/08/2015	3135G0TG8	590,000.00	FNMA Note 0.875% Due 2/8/2018	0.000		2,581.25	0.00	2,581.25	0.00
Interest	08/15/2015	912828TK6	520,000.00	US Treasury Note 0.25% Due 8/15/2015	0.000		650.00	0.00	650.00	0.00
Interest	08/15/2015	912828UM0	500,000.00	US Treasury Note 0.375% Due 2/15/2016	0.000		937.50	0.00	937.50	0.00
Interest	08/17/2015	3133EADW5	425,000.00	FFCB Note 0.55% Due 8/17/2015	0.000		1,168.75	0.00	1,168.75	0.00
Interest	08/18/2015	3136FPAB3	500,000.00	FNMA Callable Note 1X 2/18/2011 2% Due 8/18/2015	0.000		5,000.00	0.00	5,000.00	0.00
Interest	08/25/2015	3137EACW7	575,000.00	FHLMC Note 2% Due 8/25/2016	0.000		5,750.00	0.00	5,750.00	0.00
Interest	08/28/2015	3135G0MZ3	545,000.00	FNMA Note 0.875% Due 8/28/2017	0.000		2,384.38	0.00	2,384.38	0.00
Interest	08/31/2015	912828RF9	570,000.00	US Treasury Note 1% Due 8/31/2016	0.000		2,850.00	0.00	2,850.00	0.00
	Subtotal		4,675,000.00				24,134.38	0.00	24,134.38	0.00
Dividend	08/04/2015	60934N807	47,157.92	Federated Govt Oblig Fund Inst.	0.000		2.10	0.00	2.10	0.00
	Subtotal		47,157.92				2.10	0.00	2.10	0.00
TOTAL OTHER TRANSACTIONS			4,722,157.92				24,136.48	0.00	24,136.48	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #9 for the period of 08/26/15 through 09/01/15 in the amount of \$2,685,255.11. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #9 for the period of 08/26/15 through 09/01/15 in the amount of \$2,685,255.11
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/26/15 through 09/01/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
South Bay Community Svcs	319293	60,232.00	Home Investment Partnership Reimb
Health Net Inc	319342	63,826.25	Insurance R1992A – Sept 2015
Kaiser Foundation Health	319350	173,778.23	Ins Active Grp# 104220-0002 Sept 2015
Nexus IS Inc	319367	51,183.36	VOIP Phone System Project
SDG&E	319391	65,117.22	Gas & Electric Utilities
Public Emp Ret System	8282015	331,354.99	Service Period 8/4/15 – 8/17/15

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$2,685,255.11

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$2,685,255.11

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #9



WARRANT REGISTER #9
9/1/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BOOT WORLD	MOP 64096. SAFETY BOOTS / NDS	319285	8/31/15	250.00
CAL UNIFORMS INC	ALTERATIONS: SLEEVE BRAID / FIRE	319286	8/31/15	22.50
ESGIL CORPORATION	PLAN CHECK & INSPECTION SVCS / BUILDING	319287	8/31/15	48,485.36
OPPER & VARCO LLP	LEGAL / TOD / S A	319288	8/31/15	7,432.50
PCS MOBILE	RETROFIT TO GPS AND 4G AT&T LTE	319289	8/31/15	8,100.00
PRO BUILD	MOP 45707. SUPPLIES / ENG	319290	8/31/15	94.38
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / PARKS	319291	8/31/15	133.91
RON BAKER CHEVROLET	MOP 45751. AUTOMOTIVE REPAIRS	319292	8/31/15	64.82
SOUTH BAY COMMUNITY SERVICES	HOME INVESTMENT PARTNERSHIP REIMB	319293	8/31/15	60,232.00
TEAM KIA OF EL CAJON	2015 KIA OPTIMA LX / PD	319294	8/31/15	20,259.64
U S BANK	CREDIT CARD EXPENSE / CM	319295	8/31/15	1,106.32
HAPPY SOFTWARE INC	SOFTWARE ANNUAL SUPPORT / SEC 8	319296	9/1/15	9,458.00
COX COMMUNICATIONS	INTERNET SERVICE / JUL & AUG 2015	319297	9/1/15	547.00
ACEDO, I	RETIREE HEALTH BENEFITS SEPT 2015	319298	9/1/15	160.00
AIRGAS WEST	MOP#45714 MATERIALS	319299	9/1/15	164.75
AMEDEE, W	REIMB: FRUITS FOR WELLNESS COMMITTEE	319300	9/1/15	42.02
ANDERSON, E	RETIREE HEALTH BENEFITS SEPT 2015	319301	9/1/15	110.00
BAVENCOFF JR, D	SUB: SHERMAN BLOCK TRAINING/OCT 12-15, 2015	319302	9/1/15	468.00
BAVENCOFF JR, D	SUB: SHERMAN BLOCK TRAINING/SEP 14-16, 2015	319303	9/1/15	468.00
BEARD, P	RETIREE HEALTH BENEFITS SEPT 2015	319304	9/1/15	70.00
BECK, L	RETIREE HEALTH BENEFITS SEPT 2015	319305	9/1/15	140.00
BISHOP, R	RETIREE HEALTH BENEFITS SEPT 2015	319306	9/1/15	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS SEPT 2015	319307	9/1/15	260.00
BOOT WORLD	MOP#64096 WEARING APPAREL	319308	9/1/15	722.18
BOYD JR, P	RETIREE HEALTH BENEFITS SEPT 2015	319309	9/1/15	145.00
BURKE WILLIAMS & SORESENSEN LLP	PROFESSIONAL SERVICES / NEGOTIATIONS	319310	9/1/15	3,521.00
C A P F	FIRE LTD SEPT 2015	319311	9/1/15	624.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING & STRUCTURES REPAIRS	319312	9/1/15	956.70
CALIFORNIA LAW ENFORCEMENT	PD LTD SEPT 2015	319313	9/1/15	1,960.00
CALIFORNIA UNITED BANK	14121 MORGAN TOWER REPAIRS	319314	9/1/15	1,782.55
CARAVANTES, S	REIMB / CERT SUPPLIES	319315	9/1/15	53.97
CARRILLO, R	RETIREE HEALTH BENEFITS SEPT 2015	319316	9/1/15	290.00
CITY OF SAN DIEGO	3CS NETWORK ANNUAL CONTRACT	319317	9/1/15	1,500.00
COLE, L	RETIREE HEALTH BENEFITS SEPT 2015	319318	9/1/15	165.00
CONDON, D	RETIREE HEALTH BENEFITS SEPT 2015	319319	9/1/15	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS SEPT 2015	319320	9/1/15	140.00
DALEY & HEFT LLP	LEGAL/ADLER APPEAL TO PLANNING COMMISSION	319321	9/1/15	4,225.99
DANESHFAR, Z	RETIREE HEALTH BENEFITS SEPT 2015	319322	9/1/15	250.00
DANIELS TIRE SERVICE	MOP#76986 TIRES	319323	9/1/15	80.52
DELTA DENTAL	DENTAL INS PREMIER - SEPT 2015	319324	9/1/15	14,812.85
DELTA DENTAL INSURANCE CO	PMI DENTAL INS - SEPT 2015	319325	9/1/15	2,793.12
DESROCHERS, P	RETIREE HEALTH BENEFITS SEPT 2015	319326	9/1/15	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS SEPT 2015	319327	9/1/15	70.00
DILLARD, S	RETIREE HEALTH BENEFITS SEPT 2015	319328	9/1/15	480.00
DREDGE, J	RETIREE HEALTH BENEFITS SEPT 2015	319329	9/1/15	250.00
EISER III, G	RETIREE HEALTH BENEFITS SEPT 2015	319330	9/1/15	250.00
EQUIFAX INFORMATION SVCS	EQUIFAX SERVICES FOR S8	319331	9/1/15	312.82
FABINSKI, D	RETIREE HEALTH BENEFITS SEPT 2015	319332	9/1/15	220.00
GELSKEY, K	RETIREE HEALTH BENEFITS SEPT 2015	319333	9/1/15	115.00



WARRANT REGISTER #9
9/1/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GIBBS JR, R	RETIREE HEALTH BENEFITS SEPT 2015	319334	9/1/15	120.00
GRAINGER	MOP#65179 PLUMBING MATERIALS	319335	9/1/15	4,268.48
GUNDERT, M	RETIREE HEALTH BENEFITS SEPT 2015	319336	9/1/15	350.00
HANSON, E	RETIREE HEALTH BENEFITS SEPT 2015	319337	9/1/15	135.00
HARLAN, M	RETIREE HEALTH BENEFITS SEPT 2015	319338	9/1/15	500.00
HAUG, S	RETIREE HEALTH BENEFITS SEPT 2015	319339	9/1/15	120.00
HEALTH NET	FULL NETWORK 57135A-SEPT 2015	319340	9/1/15	5,334.29
HEALTH NET	INSURANCE N5992A - SEPT 2015	319341	9/1/15	543.45
HEALTH NET INC	INSURANCE R1192A - SEPT 2015	319342	9/1/15	63,826.25
HERNANDEZ, A	SUBSISTENCE: COPS WEST TRAINING / PD	319343	9/1/15	360.00
HODGES, B	RETIREE HEALTH BENEFITS SEPT 2015	319344	9/1/15	200.00
HONDO, E	RETIREE HEALTH BENEFITS SEPT 2015	319345	9/1/15	110.00
HYDRO SCAPE PRODUCTS INC	MOP#45720 PLUMBING MATERIALS	319346	9/1/15	73.29
IAPMO	REGISTRATION: RESIDENTIAL/COMMERCIAL INS	319347	9/1/15	165.00
JAMES, R	RETIREE HEALTH BENEFITS SEPT 2015	319348	9/1/15	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS SEPT 2015	319349	9/1/15	50.00
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE GRP#104220-0002 - SEPT 2015	319350	9/1/15	173,778.23
KAISER FOUNDATION HEALTH PLANS	HSA INS GRP#104220-0005 - SEPT 2015	319351	9/1/15	3,640.01
KIMBLE, R	RETIREE HEALTH BENEFITS SEPT 2015	319352	9/1/15	300.00
KONICA MINOLTA	COPIER EQUIP LEASE / 6/01/15 - 6/30/15	319353	9/1/15	6,865.66
LANDA, A	RETIREE HEALTH BENEFITS SEPT 2015	319354	9/1/15	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS SEPT 2015	319355	9/1/15	160.00
LOPEZ, Y	SUBSISTENCE: COMMUNICATIONS TRAINING / PD	319356	9/1/15	640.00
MALDONADO, J	RETIREE HEALTH BENEFITS SEPT 2015	319357	9/1/15	130.00
MATIENZO, M	RETIREE HEALTH BENEFITS SEPT 2015	319358	9/1/15	100.00
MC CABE, T	RETIREE HEALTH BENEFITS SEPT 2015	319359	9/1/15	280.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	319360	9/1/15	157.50
MEDINA, R	RETIREE HEALTH BENEFITS SEPT 2015	319361	9/1/15	105.00
MINER, D	RETIREE HEALTH BENEFITS SEPT 2015	319362	9/1/15	580.00
MULDERIG, S	REIMB: SUPERVISORS ACADEMY / CSD	319363	9/1/15	93.92
MUNISERVICES LLC	SUTA/DISTRICT TAX - CA	319364	9/1/15	4,438.98
MYERS, B	RETIREE HEALTH BENEFITS SEPT 2015	319365	9/1/15	140.00
NATIONAL CREDIT REPORTING	CREDIT REPORTING FOR S8	319366	9/1/15	229.10
NEXUS IS INC	VOIP PHONE SYSTEM PROJECT	319367	9/1/15	51,183.36
NOTEWARE, D	RETIREE HEALTH BENEFITS SEPT 2015	319368	9/1/15	120.00
OCHOA, I	RETIREE HEALTH BENEFITS SEPT 2015	319369	9/1/15	125.00
PAUU JR, P	RETIREE HEALTH BENEFITS SEPT 2015	319370	9/1/15	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS SEPT 2015	319371	9/1/15	140.00
PENSKE FORD	MOP#49078 AUTO PARTS	319372	9/1/15	686.22
PETERS, S	RETIREE HEALTH BENEFITS SEPT 2015	319373	9/1/15	290.00
POST, R	RETIREE HEALTH BENEFITS SEPT 2015	319374	9/1/15	280.00
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / PW	319375	9/1/15	430.06
PRO BUILD	MOP#45707 BUILDING MATERIALS / PW	319376	9/1/15	3,333.39
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PARKS	319377	9/1/15	1,094.95
RAY, S	RETIREE HEALTH BENEFITS SEPT 2015	319378	9/1/15	190.00
REGIONAL TRAINING CENTER	RECRUITMENT TRAINING COURSE / HR	319379	9/1/15	187.00
RELIANCE STANDARD	VOLUNTARY LIFE INS - SEPT 2015	319380	9/1/15	2,999.35
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: SUPERVISORY COURSE / PD	319381	9/1/15	348.00
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: COMMUNICATIONS TRAINING / PD	319382	9/1/15	268.00



WARRANT REGISTER #9
9/1/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ROARK, L	RETIREE HEALTH BENEFITS SEPT 2015	319383	9/1/15	135.00
ROE, V	RETIREE HEALTH BENEFITS SEPT 2015	319384	9/1/15	120.00
RUIZ, J	RETIREE HEALTH BENEFITS SEPT 2015	319385	9/1/15	310.00
SAM'S ALIGNMENT SERVICE	MOP#72449 AUTO EQUIPMENT / PW	319386	9/1/15	216.00
SAN BERNARDINO COUNTY	TUITION: POST SUPERVISORY COURSE / PD	319387	9/1/15	100.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CONTINUED PROFESSIONAL TRAINING/PD	319388	9/1/15	69.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CONTINUED PROFESSIONAL TRAINING/PD	319389	9/1/15	23.00
SDAPSD	TUITION: PUBLIC SAFETY DISPATCHER / PD	319390	9/1/15	200.00
SDG&E	GAS & ELECTRIC UTILITIES	319391	9/1/15	65,117.22
SEGAL, M	SUBSISTENCE: POST SUPERVISORY COURSE/PD	319392	9/1/15	1,280.00
SERVATIUS, J	RETIREE HEALTH BENEFITS SEPT 2015	319393	9/1/15	340.00
SHORT, C	RETIREE HEALTH BENEFITS SEPT 2015	319394	9/1/15	300.00
SMART & FINAL	MOP 45756 MISC SUPPLIES - HR	319395	9/1/15	24.11
SMITH, J	RETIREE HEALTH BENEFITS SEPT 2015	319396	9/1/15	320.00
SOLAR CITY C O RHONDA GIBBONS	REFUND: PLAN CK 2015-5015; 911 E 13TH	319397	9/1/15	253.12
SOLAR CITY C O RHONDA GIBBONS	REFUND: PLAN CK 2015-5020; 1412 E 14TH	319398	9/1/15	166.00
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL AND LUBRICANTS / PW	319399	9/1/15	262.13
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PD	319400	9/1/15	524.79
STRASEN, W	RETIREE HEALTH BENEFITS SEPT 2015	319401	9/1/15	135.00
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	319402	9/1/15	2,252.80
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC CONTROL SUPPLIES / PW	319403	9/1/15	475.51
THE HOME DEPOT CREDIT SERVICES	INV 1479-224766 / WORK BENCH / PW	319404	9/1/15	2,067.70
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS-SEPT 2015	319405	9/1/15	9,003.32
TIPTON, B	RETIREE HEALTH BENEFITS SEPT 2015	319406	9/1/15	250.00
TOPECO PRODUCTS	MOP#63849 TOOLS / PW	319407	9/1/15	16.90
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICALS	319408	9/1/15	850.00
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS	319409	9/1/15	766.48
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	319410	9/1/15	453.02
VERIZON WIRELESS	CELLULAR SERVICE / 6/22/15 - 7/21/15	319411	9/1/15	22,394.31
VERRY, L	RETIREE HEALTH BENEFITS SEPT 2015	319412	9/1/15	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS SEPT 2015	319413	9/1/15	480.00
VIVANT SOLAR DEV	REFUND: PERMIT 72497; MAGNOLIA WAY	319414	9/1/15	249.00
WHITE, J	RETIREE HEALTH BENEFITS SEPT 2015	319415	9/1/15	230.00
WILLY'S ELECTRONIC SUPPLY	MOP#45763 TOOLS - PW	319416	9/1/15	59.80
ZENGOTA, V	RETIREE HEALTH BENEFITS SEPT 2015	319417	9/1/15	300.00
ZIETLOW, D	RETIREE HEALTH BENEFITS SEPT 2015	319418	9/1/15	150.00

A/P Total 634,568.60

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 08/04/15 - 08/17/15	8282015	8/28/15	331,354.99
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SECTION 8 HAPS

Start Date	End Date	
8/26/2015	9/1/2015	768,116.36

PAYROLL

Pay period	Start Date	End Date	Check Date	
18	8/18/2015	8/31/2015	9/9/2015	951,215.16

GRAND TOTAL

\$ 2,685,255.11

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF OCTOBER, 2015.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #10 for the period of 09/02/15 through 09/08/15 in the amount of \$1,004,840.88.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #10 for the period of 09/02/15 through 09/08/15 in the amount of \$1,004,840.88
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 09/02/15 through 09/08/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
EC Constructors Inc	319451	358,419.61	Aquatic Center Project
National City Chamber	319479	51,089.69	NC Tourism Marketing Jul 2015
New Century Construction	319480	200,159.39	D Avenue/12 th St Roundabout
Portillo Concrete, Inc	319485	107,012.75	Highland Ave Safety Enhancements

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$1,004,840.88

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$1,004,840.88

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #10



WARRANT REGISTER #10
9/8/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CREST EQUIPMENT INC	GROVE STREET DRAINAGE	319419	9/8/15	2,308.59
DOWNSTREAM SERVICES	CULVERT BARRIER	319420	9/8/15	4,449.75
SOUTHERN CALIFORNIA SOIL	12ST AND D AVE T&I	319421	9/8/15	5,726.00
CLAUSS CONSTRUCTION	RETENTION FY15 / ENGINEERING	319422	9/8/15	47,194.67
ACE UNIFORMS & ACCESSORIES INC	M/2087 GF LT BARS / PD	319423	9/8/15	49.64
AFLAC	AFLAC - ACCT BDM36 - SEPT 2015	319424	9/8/15	653.00
ALDEMCO	CONSUMABLES- NUTRITION CENTER	319425	9/8/15	3,256.08
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	319426	9/8/15	1,613.63
AMERICAN MEDICAL RESPONSE	CPR CARDS FOR 08/01/15 CLASS/FIRE	319427	9/8/15	45.00
ANELL, M	REFUND: ASTROJUMP FEE	319428	9/8/15	12.50
AT&T	PHONE SERVICES 7/13 - 8/12/15	319429	9/8/15	7,373.45
AT&T MOBILITY	WIRELESS SERVICE 7/6 - 8/5/15	319430	9/8/15	2,660.36
AT&T MOBILITY	WIRELESS SERVICE 8/13 - 9/12/15	319431	9/8/15	148.30
BATTERIES PLUS BULBS	BATTERIES FOR TIC CAMERA 7.4 VOLT	319432	9/8/15	317.20
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COSTS	319433	9/8/15	826.65
BPI PLUMBING	REMOVED BACKFLOW DEVICE / PW	319434	9/8/15	675.63
BSN SPORTS	3 - IGLOO COOLER 10 GAL / CSD	319435	9/8/15	300.57
CALIFORNIA COMMERCIAL SECURITY	CITY WIDE ELECTRONIC DOOR REPAIRS	319436	9/8/15	1,813.77
CDWG	NETAPP SOFTWARE MAINTENANCE	319437	9/8/15	14,200.00
CHILDREN'S HOSPITAL	CHILD ABUSE EXAMS - POLICE	319438	9/8/15	448.00
CLEAR'S BORDER CHAPTER	MEMBERSHIP - C CAMARGO	319439	9/8/15	15.00
CLF WAREHOUSE	FREE FLOW MUFFLER / PW	319440	9/8/15	197.14
COLLINSON, C	SUBSISTENCE: 24- HR PERISHABLE SKILLS	319441	9/8/15	384.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS FOR LAS PALMAS POOL / PW	319442	9/8/15	7,325.53
CULLIGAN	WATER SOFTNER - NUTRITION CENTER	319443	9/8/15	13.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	319444	9/8/15	5,472.78
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	319445	9/8/15	2,679.08
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	319446	9/8/15	1,097.70
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	319447	9/8/15	957.86
DEPT OF JUSTICE	NEW EMP FINGERPRINT TEST	319448	9/8/15	674.00
DIVISION OF THE STATE	DISABILITY ACCESS / EDUCATION FUND PAYMENT	319449	9/8/15	77.10
DIVISION OF THE STATE	DISABILITY ACCESS / EDUCATION FUND PAYMENT	319450	9/8/15	75.90
EC CONSTRUCTORS INC	AQUATIC CENTER PROJECT	319451	9/8/15	358,419.61
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE	319452	9/8/15	46,981.34
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS & MATERIALS	319453	9/8/15	1,151.30
FEDEX	TRANSPORTATION CHARGES - ENG	319454	9/8/15	217.03
FIRE ETC	SIGNAL 21-BK SPEAKER MICROPHONE	319455	9/8/15	579.98
FUN FLICKS OUTDOOR MOVIES	32' PREMIERE MOVIE SCREEN / CSD	319456	9/8/15	749.00
GARCIA, M	REFUND: PERMIT #74068; 2235 VAN NESS AVE	319457	9/8/15	548.00
GISI, G	SUBSISTENCE: 24-HR PERISHABLE SKILLS	319458	9/8/15	384.00
GOLDEN WEST INDUSTRIAL SUPPLY	LIGHT LED FLARES W/ RECHARGING CASE	319459	9/8/15	450.58
GOODYEAR TIRE & RUBBER COMPANY	TIRES FOR CITY FLEET	319460	9/8/15	1,463.59
GRAINGER	MOP 65179 BATTERIES - FIRE	319461	9/8/15	228.77
GUTIERREZ JR, C	SUBSISTENCE: 24-HR PERISHABLE SKILLS	319462	9/8/15	384.00
GUTIERREZ JR, C	REIMB: ARIDE-ADVANCE ROADSIDE DRIVER / PD	319463	9/8/15	133.90
HEALTH AND HUMAN RESOURCES	EMP ASSISTANCE PROGRAM SEP 2015	319464	9/8/15	787.60
HONEYWELL INTERNATIONAL INC	RESET AC FOR HISTORIC ROOM	319465	9/8/15	1,210.76
JEROME'S FURNITUR WAREHOUSE	2 - ARGENT SOFA, OTTOMAN / CSD	319466	9/8/15	961.96
KAISER FOUNDATION HEALTH PLANS	RETIREE'S INS - SEPT 2015	319467	9/8/15	23,205.76



WARRANT REGISTER #10
9/8/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KAISER FOUNDATION HEALTH PLANS	RETIRES INS - SEPT 2015	319468	9/8/15	8,765.56
WARNE, K	REIMB: COMMUNICATION TRAINING OFFICER	319469	9/8/15	143.69
KRONOS INC	KRONOS WEBSTAFF/TELESTAFF LICENSING / MIS	319470	9/8/15	12,710.60
LANGUAGE LINE SERVICES	LANGUAGE INTERPRETATION SERVICES / PD	319471	9/8/15	94.55
LASER SAVER INC	MOP 45725 INK CARTRIDGE - S8	319472	9/8/15	557.70
LEDFORD ENTERPRISES INC	PROFESSIONAL SERVICES - AUG 2015	319473	9/8/15	4,000.00
LINE X SAN DIEGO	ACCESSORIES- WEATHER TECH	319474	9/8/15	219.10
MAN K9 INC	POLICE K-9 TRAINING	319475	9/8/15	1,560.00
MARLO'S AUTO SPECIALTIES	REPAIR AND REFINISH VEHICLE / PW	319476	9/8/15	663.00
MEGLA MANUFACTURING INC	FABRICATION & WELDING : WELD REPAIR	319477	9/8/15	150.00
MOSSY NISSAN	AUTOMOTIVE REPAIRS / PW	319478	9/8/15	219.90
NATIONAL CITY CHAMBER	NC TOURISM MARKETING JUL 2015	319479	9/8/15	51,089.69
NEW CENTURY CONSTRUCTION INC	D AVENUE/12TH ST ROUNDABOUT	319480	9/8/15	200,159.39
OLIVER PACKAGING	PACKAGING FOR HOME DELIVERY / NUTRITION	319481	9/8/15	1,608.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	319482	9/8/15	510.77
PERRY FORD	R & M CITY VEHICLES	319483	9/8/15	1,147.36
PHILLIPS, W	SUBSISTENCE: 24-HR PERISHABLE SKILLS	319484	9/8/15	384.00
PORTILLO CONCRETE, INC.	HIGHLAND AVE SAFETY ENCHANCEMENTS	319485	9/8/15	107,012.75
PRO BUILD	MOP 45707. SUPPLIES / POLICE DEPT	319486	9/8/15	88.00
PROGRESSIVE SOLUTIONS INC	BUSINESS LICENSE CERTIFICATE PAPER	319487	9/8/15	606.90
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC - NSD	319488	9/8/15	111.23
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24-HR PERISHABLE SKILLS	319489	9/8/15	320.00
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24-HR PERISHABLE SKILLS	319490	9/8/15	320.00
RON TURLEY ASSOCIATES INC	ANNUAL SOFTWARE MAINTENANCE	319491	9/8/15	1,654.50
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST - JULY 2015	319492	9/8/15	40.00
SAN DIEGO DAILY TRANSCRIPT	NATIONAL CITY NEWS - NC EDITION	319493	9/8/15	880.20
SAN DIEGO DAILY TRANSCRIPT	SAFE ROUTE TO SCHOOL	319494	9/8/15	389.40
SAN DIEGO GAS & ELECTRIC	UTILITIES 7/19 - 8/17/15 - NUTRITON	319495	9/8/15	5,178.05
SAN DIEGO HYDRAULICS	SEAL KIT REPLACEMENT / PW	319496	9/8/15	1,813.96
SAN DIEGO PET SUPPLY	MOP 45753 K-9 FOOD - PD	319497	9/8/15	240.01
SCANNING SERVICE CORPORATION	3,132 PLANS SCANNED / FIRE	319498	9/8/15	4,879.28
SDG&E	GAS & ELECTRIC UTILITIES	319499	9/8/15	77.75
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	319500	9/8/15	1,279.24
SHANAHAN, M	REIMB: D.U.I. SEMINARS	319501	9/8/15	138.15
SIGNA DIGITAL SOLUTIONS INC	CARRIAGE UNIT, INK TANKS: BLACK & CYAN	319502	9/8/15	2,838.50
SMART & FINAL	MOP 5756 MISC SUPPLIES - COMM SVC	319503	9/8/15	163.37
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARD IMPRINTS	319504	9/8/15	185.30
SOUND SOLUTION AUTO STYLING	TINT REAR 5% LIMO 2015 FORD TAURUS	319505	9/8/15	310.00
SPARKLETT'S	WATER / NUTRITION CENTER	319506	9/8/15	13.86
SPARKLETT'S	WATER / COUNCIL	319507	9/8/15	2.00
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - COMM SVC	319508	9/8/15	1,573.04
STARK MFG CO	TURNOUT VELCRO REPLACEMENT / FIRE	319509	9/8/15	40.00
STARTECH COMPUTERS	MOP 61744 COMPUTER SUPPLIES - MIS	319510	9/8/15	393.62
STC TRAFFIC INC	BAYSHORE BIKEWAY	319511	9/8/15	500.00
STILES, J	ED REIMBURSEMENT	319512	9/8/15	250.00
SWANK MOTION PICTURES INC	WS DVD GUARDIANS OF THE GALAXY	319513	9/8/15	401.00
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	319514	9/8/15	6,513.17
SYSCO SAN DIEGO INC	CONSUMABLES / FOOD - NUTRITION	319515	9/8/15	3,535.67
THE AUTOMOTIVE TRAINING	TUITION: CIRCUIT/ELECTRICAL TESTING - PW	319516	9/8/15	392.00



**WARRANT REGISTER #10
9/8/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE HOME DEPOT CREDIT SERVICES	27 GALLON TOUGH TOTE	319517	9/8/15	102.28
THE LIGHTHOUSE INC	CONFIGURED LIGHTBAR / PW	319518	9/8/15	1,906.41
THE SOCO GROUP, INC.	VP SMALL ENGINE FUEL SEF 94	319519	9/8/15	259.16
THE SOCO GROUP, INC.	SALES TAX FOR INVOICE 0200258-IN	319520	9/8/15	22.03
TORREY PINES BANK	AQUATIC CENTER ESCROW	319521	9/8/15	18,864.20
TRANE US INC	FILTER REPLACEMENT - POLICE DEPARTMENT	319522	9/8/15	246.75
U S BANK	CREDIT CARD EXPENSE - PD	319523	9/8/15	2,545.00
U S HEALTHWORKS	PRE-EMP PHYSICAL & DOT EXAM	319524	9/8/15	306.00
ULINE	HORIZONTAL ID TIES 1M/PK / FIRE	319525	9/8/15	72.46
UNITED PARCEL SERVICE	UPS CHARGES - PD	319526	9/8/15	34.31
VERIZON WIRELESS	CELLULAR SERVICE 6/22/15 - 7/21/15	319527	9/8/15	978.32
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES - FIRE	319528	9/8/15	232.81
WESTERN CITY MAGAZINE	MAGAZINE RENEWAL 12 ISSUES / NSD	319529	9/8/15	39.00
KANE BALLMER & BERKMAN	LEGAL/ SUCCESSOR AGENCY OPERATIONS / S A	319530	9/8/15	90.00
SDG&E	UTILITIES SVCS - 6/18 - 7/20/15 / S A	319531	9/8/15	908.39
SWEETWATER AUTHORITY	UTILITIES SVCS - 6/2 - 8/3/15 / S A	319532	9/8/15	45.44
			A/P Total	1,003,675.88
WIRED PAYMENTS				
UNION BANK OF CALIFORNIA	2012 GO REFUNDING BONDS	520472	9/8/15	1,165.00
GRAND TOTAL				\$ 1,004,840.88

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20th OF OCTOBER, 2015.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing to Consider an Amendment to Title 18 (Zoning) Chapter 18.24.050 of the National City Municipal Code to add “Adult Day Health Care Facility” as a Conditionally-Allowed Use in the Mixed-Use Zones (Applicant Horizons Adult Day Health (Case Fil

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing to Consider an Amendment to Title 18 (Zoning) Chapter 18.24.050 of the National City Municipal Code to add "Adult Day Health Care Facility" as a Conditionally-Allowed Use in the Mixed-Use Zones (Applicant Horizons Adult Day Health (Case File 2015-16 A))

PREPARED BY:  Martin Reeder, AICP

DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The amendment is related to a request to convert an existing commercial suite (Sav-A-Lot) to an adult day health care facility at the former Sav-A-Lot building located at 1035 Harbison Avenue. Adult Day Health Care facilities are not currently permitted in the standard mixed-use zones (MXC-1, MXC-2, MXD-1, and MXD-2). This amendment, if approved, would allow the use subject to a Conditional Use Permit. The amendment would not affect mixed-use properties in the Westside Specific Plan area (MCR-1 and MCR-2).

The change to Chapter 18.24.050 of the National City Municipal Code was considered by the Planning Commission on October 5, 2015, at which time the Commission voted to approve the amendment. The attached Background Report describes the change in detail. If the Council is amenable to the change to Title 18, the associated Ordinance would need to be introduced. The Ordinance is also on tonight's agenda.

The applicant has also applied for a Conditional Use Permit that is being processed concurrently with this amendment.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Exempt from CEQA under section 15061(b)(3) – general rule.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the amendment to Title 18 (Zoning) of the National City Municipal Code, based on attached findings, and introduce the Ordinance.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Municipal Code Amendment.
Ayes: Alvarado, Baca, DeLaPaz, Flores, Garcia, Yamane Absent: Bush

ATTACHMENTS:

- | | |
|-------------------------|----------------------|
| 1. Background report | 4. Project Narrative |
| 2. Recommended Findings | 5. Public Notice |
| 3. NCMC 18.24.050 | |

BACKGROUND REPORT

The applicant is Horizons Adult Day Care Health, which has operated an Adult Day Health Center at 1415 East 8th Street since 2001. The existing facility has a Conditional Use Permit (CUP) for the use, which was issued in the year 2000. The applicant has outgrown their facility and is looking to relocate to a larger building. The applicant has selected 1035 Harbison Avenue as a project site that is large enough to accommodate the growing business; however, this property is not zoned for such a use.

History

As part of the 2011 Land Use Update a new Land Use Code was adopted, which changed the allowable uses throughout the City. Although Adult Day Health Care facilities would generally still be permitted under the umbrella of medical uses – typically allowed in the Institutional zone – the use is no longer specifically allowed anywhere in the City. This was not intentional, but was more likely an accidental omission.

The Planning Commission voted to initiate the Municipal Code Amendment at their meeting of September 14, 2015. The applicant has since also applied for a Conditional Use Permit that is being processed concurrently with the amendment.

Proposal

The applicant proposes to add “Adult Day Health Care Facility” as a conditionally-allowed use in the Minor Mixed-Use District (MXD-1) zone, in order to convert an existing commercial suite to an adult day health care facility. The amendment would add the use into the allowable use matrix for all the Mixed-Use zones (NCMC 18.24.050), subject to a CUP. A Conditional Use Permit has also been submitted, which is being processed concurrently with the proposed Code Amendment.

Horizons Adult Day Health Care Center is a Community Based Adult Services program. It is designed for physically and/or cognitively impaired adults to provide a structured day program which includes nursing, restorative therapies such as physical, occupational and speech therapies, social services, transportation and meals in a warm, caring and secure environment.

Available services include:

- Pre-screening; Assessment
- Medical review
- Nursing services: A registered nurse is on-site daily to evaluate and provide medical and nursing care needs
- Personal Care Assistant: includes help with walking, grooming, dressing, toileting and eating
- Therapeutic Activities: designed to stimulate, educate and entertain participants
- Social Worker: Available to help participants locate needed services and to provide counseling to the participant and their family
- Restorative Therapy: Including Occupational, Speech and Physical Therapies

- Nutritional Services
- Transportation Services
- Psychiatric/Psychological Services
- Nutritious hot meals and snacks served daily

Analysis

Adult Day Health Care (ADHC) facilities were previously permitted in all of the commercial zones in the City subject to a Conditional Use Permit, including at the subject property, which was previously zoned CG (General Commercial). The 2011 Land Use Update changed the zoning designations of most of the commercial zones to either a Mixed-Use district or corridor zone. This was intended to allow for high-density residential and mixed commercial-residential projects. No change in the commercial nature of these zones was intended. In addition, ADHC's have recently been interpreted as residential serving commercial uses in the Downtown Specific Plan, whose zones are typically Mixed-Use in nature.

General Plan Conformance

In order to make a decision on the amendment, the Commission must find that the amendment, if adopted, would be consistent with the General Plan and has been reviewed in compliance with the California Environmental Quality Act. There is one goal and one policy in the General that would be applicable in this case. Goal HEJ-6 of the Health and Environmental Justice section of the General Plan states as follows:

Goal HEJ-6: Convenient and accessible health services that meet the needs of the community.

With the increasing number of the aging people in California (6% increase between 1998 and 2001), services will need to be commensurate with this increase. The proposed amendment would allow for more of such services (subject to a CUP) and would be consistent with this goal. The applicable General Plan Policy states as follows:

Policy HEJ-6.1: Encourage a range of health services in locations that are convenient and accessible (walkable) to the community.

The project location is convenient both from a public and private transportation perspective; the site is within two blocks of two local bus routes (962 and 968), and Horizons offers pick up and transportation services as part of services offered. In addition, the site is within walking distance of a heavily-residential portion of the City. Therefore, the proposal is consistent with this Policy.

CEQA

The proposed Amendment has been reviewed in compliance with the California Environmental Quality Act. Staff has determined that the proposed use is exempt from CEQA under section 15061(b)(3) – general rule. The general rule states that CEQA

¹ Public Policy Institute of California (<http://www.ppic.org/main/pressrelease.asp?i=318>)

applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment; the activity is not subject to CEQA.

All potential projects covered under the amendment would be subject to CEQA determination on a case-by-case basis; any project-specific potential impacts to the environment will be analyzed at that time. In other words, because the amendment is adding a use subject to a CUP, each subsequent development application would include CEQA analysis as part of its respective CUP application; the amendment itself would not directly or indirectly result in any changes to the environment.

Based on the recent interpretation and the apparent omission of ADHC's from the Land Use Code, staff is supportive of ADHC facilities being permitted in the Mixed-Use zones (MXC-1, MXD-1, MXC-2, and MXD-2), subject to a CUP as before. This will allow for discretionary review of the use on a case-by-case basis, which would include analysis of traffic, vehicle parking, and other potential impacts.

The amendment would affect all of the non-Westside Specific Plan mixed-use zones (there are two mixed-use zones – MCR-1 and MCR-2 – in the Westside Specific Plan area, which would not be affected). Given that this use and any future such use would be subject to a Conditional Use Permit, the use would be analyzed on a case-by-case basis to ensure that any impacts to surrounding uses are minimal. The CUP requirement would also allow staff to mandate other conditions as required.

The change to Chapter 18.24.050 was considered by the Planning Commission on October 5, 2015, at which time the Commission voted to approve the amendment. If the Council is amenable to the change to Title 18, the associated Ordinance would need to be introduced. The associated CUP would not be effective (if approved) until this Code Amendment is processed.

Summary

The proposed use was conditionally allowed in this location prior to the most recent Land Use Update. Only accidental omission from the most recent Land Use Code has changed this allowance. Allowing the use (subject to a CUP) would be consistent with other residential-serving commercial uses in the Mixed-Use zones. The requirement for a Conditional Use Permit would allow analysis of potential impacts to ensure appropriate placement of such businesses. Additional studies regarding traffic, parking, etc. would be required or conditioned on a case by case basis.

RECOMMENDED FINDINGS FOR APPROVAL
OF THE CODE AMENDMENT

2015-16 A – 1035 Harbison Ave.

1. That the proposed Municipal Code Amendment is consistent with the General Plan, since providing convenient and accessible health services is encouraged by Goal HEJ-6, and since the facility is accessible by public and private transit, which is consistent with Policy HEJ-6.1.
2. That the Municipal Code Amendment is in compliance with the California Environmental Quality Act, since the proposed Municipal Code Amendment would not, in itself, have a significant impact on the environment and that it is exempt from CEQA under section 15061(b)(3) – general rule. The general rule states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. All potential projects made possible by this amendment will be subject to CEQA determination on a case-by-case basis; any project-specific potential impacts to the environment will be analyzed at that time.

Land Use	Permit Required by Zone				Specific Use Regulations
	MXC-1 (a)	MXC-2	MXD-1	MXD-2	
Adult Day Health Care	C	C	C	C	
Alcohol, sales for off-site consumption (accessory to retail sales)	C	C	C	C	Section 18.30.050
Alcohol, sales for on-site consumption (accessory to eating places)	C	C	C	C	Section 18.30.050
Animal boarding/kennel, small (setback 150 feet from single-family residential zones)	C	C	C	C	
Bar/nightclub	C	C	C	C	Section 18.30.050
Bed and breakfast inn (B&B)	C	C	C	C	
Car wash, automatic and full service	P	P	P	P	
Car wash, manual	C	C	C	C	
Civic, fraternal, community, and cultural facilities	P	P	P	P	
Commercial recreation, indoor	P	P	P	P	
Commercial recreation, outdoor	M	M	M	M	
Convalescent / nursing home / hospice	P	P	P	P	
Child day care center	M	M	M	M	Section 18.30.070
Family day care home, small (accessory)	P	P	P	P	Section 18.30.080
Family day care home, large (accessory)	M	M	M	M	Section 18.30.080
Convenience store (accessory to gas service station)	P	P	P	P	Section 18.30.190
Dormitory (accessory to school)	C	C	C	C	
Dwelling unit, single detached (b)	P	P	P	P	
Dwelling unit, single attached (b)	P	P	P	P	

Dwelling unit, multiple (b)	P	P	P	P	
Eating places, dine in	P	P	P	P	
Eating places, drive-through/take-out	C	C	C	C	
Farmer's market	C	C	C	C	
Gasoline service station	C	C	C	C	Section 18.30.190
Goods and services, retail	P	P	P	P	
Guidance/social assistance services	C	C	C	C	
Heliport/helistop (accessory)	—	—	C	C	
Home occupation (accessory)	P	P	P	P	
Hospital	—	—	C	C	
Hotel, motel, and related services	P	P	P	P	18.30.270
Maintenance yards	C	C	C	C	
Medical offices/clinics and laboratories	P	P	P	P	
Offices	P	P	P	P	
Open space reserves	P	P	P	P	
Parking garage	P	P	P	P	
Parks (passive and active recreation)	P	P	P	P	
Pawn shops	C	C	C	C	Section 18.30.330
Payday lenders	C	C	C	C	Section 18.30.320
Private/public educational institutions, schools	C	C	C	C	
Public assembly	C	C	C	C	
Public safety facilities	P	P	P	P	
Rectory (accessory to religious facility)	P	P	P	P	
Recycling facility, small (accessory)	P	P	P	P	Section 18.30.170
Recycling facility, mobile	C	C	C	C	Section 18.30.170
Renewable energy infrastructure (accessory)	P	P	P	P	Section 18.30.210/ 18.30.300; California Building Code
Sidewalk café (accessory)	P	P	P	P	Section 18.30.200

Storage building (accessory)	P	P	P	P	
Tattoo parlors and body piercing establishments	C	C	C	C	Section 18.30.310
Telecommunication facilities, commercial	C	C	C	C	Section 18.30.220
Tobacco specialty shops	—	—	C	C	Section 18.30.230
Transitional/supportive housing (b)	P	P	P	P	
Urban agriculture	P	P	P	P	Section 18.30.240
Utility facilities, minor	P	P	P	P	
Utility facilities, major	C	C	C	C	
Vending machines (accessory)	P	P	P	P	Section 18.30.150(E)
Veterinary clinics/hospitals	C	C	C	C	Section 18.30.250
P Permitted C Conditional use permit M Minor use permit (ministerial) — Not permitted					

Notes:

- (a) Visitor serving, tourist commercial, and recreational uses are prioritized in the coastal zone.
(b) Residential uses are not permitted in the coastal zone west of I-5.
(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

Code Amendment Change Request

Horizons Adult Day Health Care Center is requesting a code amendment change as we are looking to move into a vacant building where we can continue to provide services to the community. We would like to move to 1035 South Harbison Avenue from 1415 E 8th Street Suite 5. The location at 1415 E 8th street is a smaller location whereas the Harbison location is much larger. There are roughly 155 participants with 50 employees that attend our center on a daily bases. We utilize our 10 transportation vans to bring the participants to our center and then to return them home safely.

In providing the code amendment change for the Harbison location for our needs would be very beneficial not only for our center but for the community. The impact of this request would be seen as a positive move for the community. The parking of employee vehicles and the transportation vans would be accommodated through the larger parking lot at the Harbison location. Currently, we have employees parking on city streets and during the middle of the afternoon the transportation vans are also parked on city streets. Another positive reason for the move is the increase in the size of the building. We would be able to increase the physical and occupational therapy departments to accommodate the needs of the participants in a more comfortable manner and to provide more equipment for the participants to use on a daily basis.



CITY OF NATIONAL CITY

Office of the City Clerk

1243 National City Blvd., National City, California 91950

619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, October 20, 2015**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

**AN ORDINANCE AMENDING CHAPTER 18.24.050 OF
THE NATIONAL CITY MUNICIPAL CODE TO ADD
“ADULT DAY HEALTH CARE FACILITY” AS A
CONDITIONALLY-ALLOWED USE IN THE MIXED-USE
(MXC-1, MXC-2, MXD-1, MXD-2) ZONES.**

The full text of the proposed Specific Plan Amendment is available for viewing in the City Clerk's Office during normal business hours.

The Planning Commission conducted a public hearing at their meeting of October 5, 2015 and voted 6-0 with one absence to recommend adoption of the Municipal Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

October 7, 2015

Michael R. Dalla, CMC
City Clerk

The following page(s) contain the backup material for Agenda Item: An Ordinance Amending Title 18 (Zoning) Chapter 18.24.050 of the National City Municipal Code to add “Adult Day Health Care Facility” as a Conditionally-Allowed Use in the Mixed-Use Zones. (Applicant Horizons Adult Day Health (Case File 2015-16 A) *Compa

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

An Ordinance Amending Title 18 (Zoning) Chapter 18.24.050 of the National City Municipal Code to add "Adult Day Health Care Facility" as a Conditionally-Allowed Use in the Mixed-Use Zones (Applicant Horizons Adult Day Health (Case File 2015-16 A) ***companion to item 19***

PREPARED BY: ^{MR} Martin Reeder, AICP

DEPARTMENT: Planning.

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

A public hearing on the proposed amendment to Title 18 (Zoning) of the National City Municipal Code is also on tonight's agenda. If the City Council is amenable to the proposed amendment, as presented and discussed during the public hearing item, the attached Ordinance should be introduced. The proposed Chapter 18.24.050 (Allowed Land Uses Mixed-Use Zones) is attached for you review.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Exempt from CEQA under section 15061(b)(3) – general rule.

ORDINANCE: INTRODUCTION: ☒ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Introduce the Ordinance

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. NCMC 18.24.050
2. Ordinance

Land Use	Permit Required by Zone				Specific Use Regulations
	MXC-1 (a)	MXC-2	MXD-1	MXD-2	
Adult Day Health Care	C	C	C	C	
Alcohol, sales for off-site consumption (accessory to retail sales)	C	C	C	C	Section 18.30.050
Alcohol, sales for on-site consumption (accessory to eating places)	C	C	C	C	Section 18.30.050
Animal boarding/kennel, small (setback 150 feet from single-family residential zones)	C	C	C	C	
Bar/nightclub	C	C	C	C	Section 18.30.050
Bed and breakfast inn (B&B)	C	C	C	C	
Car wash, automatic and full service	P	P	P	P	
Car wash, manual	C	C	C	C	
Civic, fraternal, community, and cultural facilities	P	P	P	P	
Commercial recreation, indoor	P	P	P	P	
Commercial recreation, outdoor	M	M	M	M	
Convalescent / nursing home / hospice	P	P	P	P	
Child day care center	M	M	M	M	Section 18.30.070
Family day care home, small (accessory)	P	P	P	P	Section 18.30.080
Family day care home, large (accessory)	M	M	M	M	Section 18.30.080
Convenience store (accessory to gas service station)	P	P	P	P	Section 18.30.190
Dormitory (accessory to school)	C	C	C	C	
Dwelling unit, single detached (b)	P	P	P	P	
Dwelling unit, single attached (b)	P	P	P	P	

Dwelling unit, multiple (b)	P	P	P	P	
Eating places, dine in	P	P	P	P	
Eating places, drive-through/take-out	C	C	C	C	
Farmer's market	C	C	C	C	
Gasoline service station	C	C	C	C	Section 18.30.190
Goods and services, retail	P	P	P	P	
Guidance/social assistance services	C	C	C	C	
Heliport/helistop (accessory)	—	—	C	C	
Home occupation (accessory)	P	P	P	P	
Hospital	—	—	C	C	
Hotel, motel, and related services	P	P	P	P	18.30.270
Maintenance yards	C	C	C	C	
Medical offices/clinics and laboratories	P	P	P	P	
Offices	P	P	P	P	
Open space reserves	P	P	P	P	
Parking garage	P	P	P	P	
Parks (passive and active recreation)	P	P	P	P	
Pawn shops	C	C	C	C	Section 18.30.330
Payday lenders	C	C	C	C	Section 18.30.320
Private/public educational institutions, schools	C	C	C	C	
Public assembly	C	C	C	C	
Public safety facilities	P	P	P	P	
Rectory (accessory to religious facility)	P	P	P	P	
Recycling facility, small (accessory)	P	P	P	P	Section 18.30.170
Recycling facility, mobile	C	C	C	C	Section 18.30.170
Renewable energy infrastructure (accessory)	P	P	P	P	Section 18.30.210/ 18.30.300; California Building Code
Sidewalk café (accessory)	P	P	P	P	Section 18.30.200

Storage building (accessory)	P	P	P	P	
Tattoo parlors and body piercing establishments	C	C	C	C	Section 18.30.310
Telecommunication facilities, commercial	C	C	C	C	Section 18.30.220
Tobacco specialty shops	—	—	C	C	Section 18.30.230
Transitional/supportive housing (b)	P	P	P	P	
Urban agriculture	P	P	P	P	Section 18.30.240
Utility facilities, minor	P	P	P	P	
Utility facilities, major	C	C	C	C	
Vending machines (accessory)	P	P	P	P	Section 18.30.150(E)
Veterinary clinics/hospitals	C	C	C	C	Section 18.30.250
P Permitted C Conditional use permit M Minor use permit (ministerial) — Not permitted					

Notes:

- (a) Visitor serving, tourist commercial, and recreational uses are prioritized in the coastal zone.
(b) Residential uses are not permitted in the coastal zone west of I-5.
(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

ORDINANCE NO. 2015 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING TITLE 18 CHAPTER 18.24.050 OF THE NATIONAL CITY
MUNICIPAL CODE TO ADD “ADULT DAY HEALTH CARE FACILITY”
AS A CONDITIONALLY-ALLOWED USE IN THE MIXED-USE ZONES

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to legal notice, hearings were held by the Planning Commission and the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

WHEREAS, the Planning Commission has regularly and duly certified its report to the City Council of National City and has recommended such amendment.

NOW, THEREFORE, the City Council does ordain as follows;

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. That Chapter 18.45.020 of the National City Municipal Code be amended to add the following land use:

Land Use	Permit Required by Zone				Specific Use Regulations
	MXC-1 (a)	MXC-2	MXD-1	MXD-2	
Adult Day Health Care	C	C	C	C	
P Permitted C Conditional use permit M Minor use permit (ministerial) — Not permitted					

PASSED and ADOPTED this ____ day of _____, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) accepting an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 through the California Department of Forestry and Fire Protection (CAL FIRE) to dev

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City; 2) accepting the terms of the Grant Agreement; and, 3) authorizing the City Manager to execute the Grant Agreement.

PREPARED BY: Kuna Muthusamy

DEPARTMENT: Engineering/Public Works

PHONE: 336-4383

APPROVED BY:

EXPLANATION:

The City does not have a tree inventory or a written management plan for City-owned trees located within the public right of way, including streets and parks. A management plan is typically required to be eligible to apply for capital funds to improve the City's Urban Forest.

This grant includes conducting a Geographic Information System (GIS)-based City tree inventory estimated at 10,000 trees, developing a long range Urban Forestry Management Plan, updating corresponding City Council policies and ordinances, creating a National City Urban Forest webpage, and providing a web-based tree maintenance scheduling interface for residents.

There is a required local match for this project in the amount of \$26,400 available through General Fund fund balance. City staff has reviewed and accepted the provisions of the Grant Agreement. While the Agreement does include a "hold harmless" provision, staff has determined that risk to the City is minimal since CAL FIRE's involvement in this grant-funded project is limited to meetings, submittal reviews and project accounting.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. |

APPROVED: _____ MIS

Revenue Account No. 296-06029-3636 - \$250,285

Expenditure Account No. 296-409-500-598-6576 (Urban Forest Management Plan Grant) - \$250,285

Expenditure Account No. 001-409-500-598-6576 (Urban Forest Management Plan local match) - \$26,400

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution accepting an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 and authorizing the City Manager to execute the Grant Agreement.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Grant Agreement
2. Resolution

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



September 4, 2015

Leslie Deese
National City
1243 National City Boulevard

National City, CA 91950

8GG14423; National City Urban Forest Management Planning

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Lynnette Short at (619) 937-1410 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, GHG emissions reduction methodology, map, and other exhibits enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the forms below, as applicable to your entity, to be received by CAL FIRE no later than **September 18, 2015**.

Return all originals and requested documents for further processing to:
Department of Forestry and Fire Protection
Attention: Grants Management Unit/GGRF
P.O. Box 944246
Sacramento, CA 94244-2460

You may send the originals via overnight mail service (non-USPS) to the following physical address:
1300 U Street
Sacramento, CA 95818

2. ☐ Please initial change(s) made on all copies of the agreement on page(s) as marked.
3. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Alice Miller
Grants Analyst
Grants Management Unit

Enclosures

Cc: John Melvin
Lynnette Short
Stella Chan

"The Department of Forestry and Fire Protection serves and safeguards the people and protects the property and resources of California."

**State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT**

APPLICANT: National City
PROJECT TITLE: National City Urban Forest Management Planning
GRANT AGREEMENT: 8GG14423

PROJECT PERFORMANCE PERIOD IS from: Upon Approval through December 19, 2019.
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Conduct a GIS-based City Tree Inventory - The City's Engineering and Public Works Department will utilize consulting ISA certified arborists inventory approximately 10,000 trees. Develop a Long Range UFMP. Update City's Tree Master Policies and Ordinances. Improve City's Urban Forest Website and provide Web based tree maintenance scheduling interface for residents.

Total State Grant not to exceed \$ **250,285.00** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

National City

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By _____
Signature of Authorized Representative

Title **Leslie Deese, City Manager**

Date **October 6, 2015**

By _____

Title: **Duane Shintaku
Deputy Director, Resource Management**

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 250,285.00		GRANT AGREEMENT NUMBER 8GG14423		FUND Optional Line Item: 3540-001-3228 Greenhouse Gas Reduction Fund (GGRF)	
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIATION General			
ADJ. DECREASING ENCUMBRANCE \$		FUNCTION General Fund			
UNENCUMBERED BALANCE \$ 250,285.00		LINE ITEM ALLOTMENT 3540-001-0001	CHAPTER 25	STATUTE 2014	FISCAL YEAR 14/15
T.B.A. NO.	B.R. NO. FY 14/15	INDEX 9520	OBJ. EXPEN D 418	PCA 96245	PROJECT/WORK PHASE VENDOR# 0000014027-00

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

GRANT NUMBER 8GG14423
NATIONAL CITY
NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and National City, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed two-hundred fifty-thousand, two-hundred eighty-five dollars (\$250,285.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Department of Forestry and Fire Protection (CAL FIRE) Greenhouse Gas Reduction Fund Grants Urban and Community Forestry Grants Procedural Guide 2014/15
 - b. "Urban Forest Management for GHG Reduction" Grant Program Request for Proposals 2014/15
 - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - d. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.06-4799.12 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

GRANT NUMBER 8GG14423
NATIONAL CITY

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 8GG14423.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

GRANT NUMBER 8GG14423
NATIONAL CITY
NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: National City
Section/Unit: Urban and Community Forestry	Section/Unit: N/A
Attention: Lynnette Short	Attention: Leslie Deese
Mailing Address: 2249 Jamacha Road	Mailing Address: 1243 National City Boulevard
El Cajon, CA 92019	National City, CA 91950-4301
Phone Number: (619) 937-1410	Phone Number: (619) 336-4240
Email Address: Lynnette.Short@fire.ca.gov	Email Address: ideese@nationalcityca.gov

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in

GRANT NUMBER 8GG14423
NATIONAL CITY

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein,

GRANT NUMBER 8GG14423
NATIONAL CITY

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.

- c. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the "Urban and Community Forestry Grants Procedural Guide 2014/2015."
- d. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- e. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- f. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- g. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection
Urban and Community Forestry
Attention: Lynnette Short
2249 Jamacha Road
El Cajon, CA 92019
- h. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment to the GRANTEE, if GRANTEE is a Community-based private non-profit agency, upon written

GRANT NUMBER 8GG14423
NATIONAL CITY

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

request by the GRANTEE. Advance payment made by the STATE shall be subject to the circumstance and provisions below.

Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:

- Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for Project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as program income used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Greenhouse Gas Reduction Fund Urban and Community Forestry Grant Program, the STATE shall have the option to either cancel this

GRANT NUMBER 8GG14423
NATIONAL CITY
NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final **Project expenditures and matching funds before work on the Project** begins. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

GRANT NUMBER 8GG14423
NATIONAL CITY

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

GRANT NUMBER 8GG14423
NATIONAL CITY
NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – GREENHOUSE GAS REDUCTION PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of AB 32 (Chapter 438, Statutes of 2006), California's Global Warming Solutions Act of 2006.
2. Grant funds shall be used on projects limited to specific activities as described in GHG Grants Procedural Guides.
3. Greenhouse gas reduction must be calculated using a GHG quantification methodology that has been developed or approved by ARB.
4. Grantee shall report project and benefits information when requested by the State (e.g., GHG reductions, disadvantaged community benefits, energy/water savings, and other co-benefits).
5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, GGRF dollars allocated, and leveraged funds throughout the duration of the project.
6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.
7. Grant funds used on Urban and Community Forestry projects shall adhere to the following:
 - a. Must contain a tree planting component.
 - b. Must be located in or provide direct, meaningful and assured benefits to a disadvantaged community, if approved as part of the project and as outlined in the Urban and Community Forestry Grants Procedural Guide.

II. MONITORING AND REPORTING REQUIREMENTS

All Greenhouse Gas Reduction Fund (GGRF) projects are required to monitor and report on carbon flux. This includes direct emissions, avoided emissions and sequestration. All such emissions should be monitored and reported separately. In addition, the Urban & Community Forestry and Forest Legacy Program Grants have to monitor and report on other metrics. Monitoring should be done at sufficient intervals to allow periodic reporting per the specific requirements of the individual grant program. Carbon flux should be expressed as the difference between the pre-project baseline and the in-progress or completed project at the end of the given monitoring period.

GRANT NUMBER 8GG14423
NATIONAL CITY

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

This will require the establishment of a pre-project baseline from which direct emissions, avoided emissions and sequestration can be periodically measured throughout the crediting period¹ on the project area. Emissions and sequestration measurements should be expressed as metric tonnes of carbon dioxide equivalent [MTCO₂e]. Net Greenhouse Gas (GHG) benefit of the project will be determined by the sum of the GHG emissions reductions and sequestration less any GHG emissions resulting from project implementation. All other metrics should be reported in the appropriate units of measure. The reporting requirements should determine the timing and frequency of monitoring actions as described in Table 1.

a. TABLE 1 GGRF GRANT REPORTING REQUIREMENTS

Grant Program	What to Report	Reporting Frequency	Report Due
Urban & Community Forestry	1, 3, 6, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20	Quarterly, At Completion	January 1, April 1, July 1, September 1, At Completion
Fuels Reduction	2, 3, 4, 6, 9, 10	Annually, At Completion	September 1, At Completion
Reforestation Services	2, 3, 6, 9, 10	Annually, At Completion	September 1, At Completion
Forest Legacy	2, 3, 5, 6, 9, 10, 11, 12, 13, 17, 19, 20	Annually, At Completion	September 1, At Completion
Forest Pest Control	2, 3, 6, 7, 9, 10	Annually, At Completion	September 1, At Completion
Demonstration State Forests Research	2, 3, 6, 8, 9, 10	Annually, At Completion	September 1, At Completion

b. GGRF GRANT REPORTING REQUIREMENTS

1. Increased carbon sequestration through tree growth.
2. Increased carbon sequestration through tree growth and timberland management.
3. GHG emissions resulting from project implementation actions (fuel reduction activities, timber harvesting, sanitation harvesting, site preparation, research activities, etc.)
4. Avoided GHG emissions resulting from reducing hazardous fuel load potential that could lead to large wildfires.

¹ The crediting period is the time period over which the project accrues GHG benefits.

GRANT NUMBER 8GG14423
NATIONAL CITY

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

5. Avoided GHG emissions resulting from retaining the forest and avoiding conversion to another use.
6. Avoided GHG emissions resulting from utilization of the removed trees or other vegetation for biomass energy, solid wood products or other products.
7. ~~Avoided GHG emissions resulting from preventing spread of disease to~~ healthy forests by selectively removing pest- or pathogen-infected trees.
8. Avoided GHG emissions resulting from research activities.
9. Estimated net GHG benefit achieved to date.
10. Estimated net GHG benefit for entire project to date [provide total MTCO₂e over the project life].
11. Project status [provide one of the following: (a) started during reporting period; or (b) in progress.]
12. Project activities completed [e.g., milestones achieved].
13. Additional project benefits and results [if applicable, provide estimated totals, if available, or qualitative descriptions, of the following: (a) vehicle miles traveled reductions; (b) open space or greenbelt creation or preservation; (c) wildlife habitat preservation; (d) tons of biomass generated from forest easements and delivered to a renewable energy facility; (e) tons of harvested wood generated from forest easements and delivered to a mill; and (f) property acquired to be repurposed as an urban forestry project site.]
14. Number of trees planted and location.
15. Vegetation planted and location.
16. Maintenance activities conducted.
17. Verification that the land is still being managed in accordance with the terms of the forest conservation easement.
18. Verification that the site is still being maintained in accordance with the terms of the grant agreement.
19. At completion, summarize project accomplishments, including benefits to disadvantaged communities.

NATIONAL CITY URBAN FOREST MANAGEMENT PLANNING

20. At completion, summarize co-benefits for entire project [if applicable, e.g., vehicle miles traveled reductions; open space creation or preservation; wildlife habitat preservation].

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the "California Climate Investments" and CAL FIRE logos as well as the following statement:

"Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program."

A draft of the acknowledgement must be approved by the STATE prior to publication.



2014/2015 Urban & Community Forestry GGRF Grant Programs PROJECT APPLICATION

Fill out the form completely. Please see the submittal instructions at the bottom of the form. The Project Tracking Number requested is listed in the letter of invitation you received.

CAL FIRE Project Tracking Number: 14-GHG-UF-01-MGMT-0002

Name of Organization National City

Project Title National City Urban Forest Management Planning

Project Type Management Activities For GHG Reduction

Requested Grant \$ \$250,285.00

Matching \$ \$26,400.00

Total Project \$ \$276,685.00

Primary Source of Technical Advice

Other (will require explanation)

Explanation (if required):

The City would contract for required specialty services (arborist, forester) and use in-house staff. Dudck Consulting advised on this proposal.

Professional's First Name Kuna

Professional's Last Name Muthusamy

1. Applicant Information - Eligible applicants include cities, counties, qualifying districts, or nonprofit organizations qualified under section 501(c)(3) of the Internal Revenue Code.

Type of Organization

City

Primary Project Contact Information

First Name Leslie

Last Name Deese

Email ldeese@nationalcityca.gov

Phone Number (619) 336-4240

Address 1 1243 National City Boulevard

Address 2

City National City

County San Diego

State California

Zip Code 91950-4301

Secondary Project Contact Information

First Name Kuna

Last Name Muthusamy

Email kmuthusamy@nationalcityca.gov

Phone Number (619) 336-4383

Address 1 1243 National City Boulevard

Address 2

City National City

County San Diego

State California

Zip Code 91950-4301

2. Location Information - List the cities/neighborhoods served by the project.

National City will be directly served. Additionally, benefits will be realized by local and international communities since National City is located 5 miles south of downtown San Diego, on San Diego Bay in Southern San Diego County, and 10 miles north of Baja California, Mexico.

3. Partner Information - List primary project partners or co-sponsors

Name of Organization 1 Urban Corps of San Diego

First Name Ty

Last Name Sterns

Partner Contact Title Landscape Architect & Design Build Manager

Email tsterns@urbancorps.org

Phone Number (619) 235-6884

Comments phone extension 3210

Name of Organization 2

First Name

Last Name

Partner Contact Title

Email

Phone Number

Comments

List Any Additional
Partner Organizations

4. Narrative - Describe the project by answering the questions below. Please be thorough, but concise with your answers. You should refer to the grant guidelines document, grant program Request For Proposals (RFP), the CA Urban Forestry Act (PRC Sections 4799.06 - 4799.12) and the CAL FIRE website for guidance on parts 4A - 4E.

A. GHG Methodology, reporting and tracking. Describe the methods used to quantify GHG reductions over a least 40 years. How will GHG be reported and tracked for this project? Continued on next page.

Due to space limitations the below is an abbreviated discussion of GHG methodology, reporting and tracking. A more detailed version of this discussion is provided in Attachment A along with modeling results and supporting data.

The greenhouse gas (GHG) benefits calculated for this proposal are derived from anticipated planting of 4,000 trees in vacant planting sites, which is expected to occur over a 40-year period. Development of an urban forest management plan will also result in GHG benefits by outlining practices that will maintain a healthy urban forest, minimize mortality, and promote tree replacement. The GHG values presented below were calculated using the USDA Forest Service Urban Tree Carbon Calculator (for sequestered and avoided values) and the California Emission Estimator Model (CalEEMod) (for emissions values) and provide estimates at 40 years following planting.

Using the Tree Carbon Calculator, the Total CO₂ Stored value (kg/tree) was calculated for ten representative tree species that would be likely planting candidates in the City. Each of the ten calculated Total CO₂ Stored values was then multiplied by 400, assuming an even distribution of tree species across the 4,000 trees planted. The Total CO₂ Stored values for all 4,000 trees were added together to present the Estimate of GHG Sequestered value identified below.

The Emission Reductions (CO₂ Equivalents) value (kg/tree) was also calculated for the ten representative tree species. It was assumed that 25-percent of the planted trees would be planted in each azimuth location (north, south, east, or west) and that trees would be planted between 20 and 40 feet from a structure. The Emission Reductions (CO₂ Equivalents) values for all 4,000 trees were then added together to present the Estimate of GHG Avoided value included below.

CalEEMod was used to calculate estimated project emissions. The emissions total includes calculations for tree planting/maintenance over a 40 year period. It is assumed that 100 trees will be planted each year and that 40 trees can be planted each day. For planting, the following power equipment will be used: auger (Tier 4, 25 hp, 7 hours/day, 700 total hours) and truck (gas-powered, 300 hp, 20 miles/day, 2,000 total miles). For maintenance (5-year cycle, 20 trees maintained/day, 39 years (no maintenance in Year 1)), the following power equipment will be used: chainsaw (gas-powered, 8 hp, 4 hours/day, 8,240 total hours), chipper (Tier 4, 70 hp, 4 hours/day, 6,240 total hours), and truck (gas-powered, 300 hp, 20 miles/day, 31,200 total miles).

A. GHG Methodology, reporting and tracking. Continued from previous page. Additional discussion, calculations, and examples should be attached.

GHG totals will be tracked and reported over the grant period using the Tree Carbon Calculator (for sequestered and avoided values) and CalEEMod (for emissions values). Project GHG reporting will be completed quarterly for each grant project progress report. Projected direct sequestration will be reported separately from the calculated value of avoided emissions. For GHG sequestration and avoidance values, the Calculator will be used and inputs will be based on the total trees planted to date. Data from planted trees (species, size, age) will be recorded and entered into the Calculator and the results for sequestered carbon and avoided emissions will be summed. For GHG emissions, a log of equipment/vehicles used, duration of use, and miles driven will be kept. This data will then be entered into CalEEMod to calculate emission estimates based on actual equipment/vehicle usage. A summary calculation will be included in each report.

GHG reduction calculations and modeling were prepared by Scott Eckardt, Registered Professional Forester # 2835.

GHG that will be sequestered by the project (t)	9,871
GHG emissions that will be avoided by the project (t)	2,888
GHG that will be emitted by the project (t)	298
Total GHG Reduction by the project (t)	12,461

B. Background and Rationale - What is the situation, condition, or problem to be addressed by the project?

National City (population: 50,894 (U.S. Census Bureau, 2013 Estimate)) manages an estimated 10,000 trees and 4,000 vacant planting spaces. Historically, the City has minimally managed their trees with little focus on long-term planning. The result is a backlog/lack of maintenance of the City's urban forest since tree work is not tracked and no tree inventory or guidance for management exists. The City needs an inventory and urban forest management plan to facilitate a proactive approach for City trees and to maximize the benefits provided by City and privately owned trees. The City is requesting grant funds to accomplish their objectives by creating urban forestry planning and guidance documents anchored by an Urban Forest Management Plan, updating the Tree Ordinance and Park Tree Ordinance, creating a Master Tree Planting Plan (streets and parks), updating the City's website to include tree management and policy information, updating trim cycles, and to provide a web-based schedule of urban forestry activities for residents to access. Public outreach is also included. The City includes a substantial area that is within the disadvantaged communities classification (see Enviroscreen Results in Attachment B) and urban forestry management would provide benefits to these communities. National City realizes that its current tree policies, operations, and urban forestry program require review and updating to remain consistent with industry standards, evolving urban forest management methods, and so that it can provide long-term benefits to its citizens and neighbors. The City's effort to update tree policies and public awareness through inventorying the urban forest and creation of an Urban Forest Management Plan would help in maximizing the benefits of trees and the urban forest, including offsetting carbon emissions, and co-benefits including conserving energy through strategic shade tree planting, reducing stormwater runoff through canopy interception, assisting with water quality and erosion control, beautifying the City, and improving air quality and calming neighborhoods, among other benefits derived from a well-managed urban forest.

C. Project Objective - What are the objectives of the proposed project?

The primary goal of the proposed Project is to update outdated tree policies and prepare a Long Range Urban Forest Management Plan that includes City-specific goals and implementable objectives for goal attainment. The City is in need of an Urban Forest Management overhaul that this project will provide. The Project objectives, which are aligned with the Urban & Community Forestry Greenhouse Gas (GHG) Reduction Grant Program conditions, include the following:

- 1) Conduct a GIS-based City Tree Inventory for park lands and street ROW. The inventory will enable analysis of species composition, size of tree and canopy width, overall health, and estimated lifespan. Utilize Tree Management Software to manage trees and inform the development of the City's Long Range Urban Forest Management Plan (UFMP) and Master Tree Plan.
- 2) Develop a UFMP for the City's Forest. The UFMP will be the centerpiece of National City's long-term, sustainable tree management strategy, focusing on urban forestry operations, policies, programs, and GHG reduction activities for a 40-year period.
- 3) Update City's Tree Master Policies and Ordinances based on the results presented in the UFMP. These tree policies and procedures will be enforced by the City in order to optimize the benefits of its urban forest and to help meet the goals of the UFMP.
- 4) Improve City's Urban Tree Program Website and provide a web-based tree maintenance scheduling interface for residents.

D. Scope of Work - Describe the approach to be used, the design (methods), and implementation of the project. Include who will be involved with specific tasks and justify why the approach, methods and implementation is the most effective way to accomplish the objectives. Include a description of project sign contents and their locations. (continued on next page)

National City will meet each of the proposed objectives in the following manner:

- 1) Conduct a GIS-based City Tree Inventory- The City's Engineering and Public Works Department will utilize consulting ISA certified arborists to inventory approximately 10,000 trees. The inventory would be conducted according to the Minimum Data Collection Attributes for Cal Fire Grant-Funded Urban Tree Inventories. Tree mapping will be conducted using Trimble data loggers with sub-meter Global Positioning System technology to accurately locate existing trees and vacant tree planting sites (estimated 4,000 vacant sites) in the City's parks and right-of-ways. The City will purchase mobile data collectors to carry out this task and the data collected will be integrated into a web-based tree management application. The consulting arborists and City personnel will train members of partner non-profit, Urban Corps of San Diego, to assist in conducting the inventory. Working with Urban Corps will promote cost efficiency, community employment, education, and public outreach.
- 2) Develop a Long Range Urban Forest Management Plan (UFMP)- The City will contract with urban foresters for preparation of a UFMP. This plan will address the current status of the City's urban forest; evaluate existing tree management policies; provide recommendations for editing or amending existing policies; identify routine and emergency tree maintenance standards; provide design, tree selection, removal, and planting recommendations; provide City staffing recommendations; identify tree inventory management options; identify priority maintenance treatment and planting areas; provide natural resource management recommendations; provide community education outreach and Arbor Day Celebration guidelines; and identify and quantify the benefits of the City's urban forest, including carbon sequestration, stormwater, and air quality annual benefits and strategies. Additionally, the UFMP will provide long-term management goals and objectives for a 40-year period that will be broken into manageable and attainable 5-year milestones with annual operating costs. Census tracts identified by CalEnviroscan 2.0 as disadvantaged communities will be identified by the UFMP as priority areas for maintenance and plantings. The preparation of the UFMP will involve key representative stakeholders and the communities with an interest in the proper care, maintenance, and enhancement of the City's urban forest. It is anticipated that the City would contract with Urban Corps for planting trees to implement the planting program called out in the UFMP. This is a cost-effective measure and promotes investment in the local community.
- 3) Update City's Tree Master Policies and Ordinances- The purpose of this objective is to evaluate and revise tree policies and ordinances to better meet the needs and desires of the City. Once drafted these will be adopted by the City Council. The ordinance will encourage and provide direction for preserving and enhancing the existing tree canopy, improving tree quality and health, and increasing the number of trees through implementing sound and sustainable urban forest management practices and planning policies. Basic tree planting techniques, species selection, tree removal policies, and maintenance standards will be included. A CEQA EIR will not be required to adopt an updated tree ordinance.

4) Improve City's Urban Forest Website and Develop a Web-based Maintenance Scheduling Interface for Residents - Long term community involvement and education will be a key component of the proposed urban forest management program, since many trees are on private property. Providing comprehensive tree management information can help residents better manage their trees. Additionally, residents are often unsure how to request tree work, determine when tree work is scheduled, or how they can help plant and care for trees. The updated website will act as a tool for public outreach and education regarding the City's urban forest and will provide an active resource for information about trees and tree care. The website will promote the urban forest to the residents of National City and encourage an active role in managing their own trees. Additionally, a web-based portal allowing access to information about specific trees will be developed and made accessible to the public. This portal will enable City staff to publish select tree information, including trimming and removal/replacement schedules for residents to view. This portal will be promoted by the City as part of educational outreach about the City's urban forests and the City's tree care program and will identify community benefits of trees and a healthy urban forest.

The project will be a major update of the City's current urban forestry practices. It will include a team of ISA certified arborists and Urban Corps staff, urban foresters, a Registered Professional Forester (as needed), City public works staff, City planners, and the interested public. The City will put the specialty services work for the project out to bid to qualified consultants with demonstrated experience in this type of work and use in-house staff as necessary. The team will work collaboratively throughout the process, will seek public input through various means, including on-line surveys and public workshops. The team will consult the CalFire Regional Forester for assistance throughout project implementation to ensure that the Regional Forester's input is taken into account and that the project is meeting expectations and consistent with current science and urban forest best practices in the region.

The UFMP and policy documents created by this project will become the cornerstones for tree and urban forest management in National City and will guide future tree maintenance budgeting and staffing practices for years to come. It is anticipated that the City will realize many of the benefits of a well-treed city, including higher property values, improved building heating and cooling efficiency, reduced urban heat island effects, stormwater mitigation, improved air quality, and reduced road maintenance costs. The project will also target the primary aim of this grant program, which is to promote atmospheric carbon capture and storage in urban forests. The planting of 4,000 trees that would be facilitated by the City's updated plan would avoid the emission of and sequester over 12,000 tons of GHG over a 40-year time period.

E. Project Timeline - Provide a project timeline. Do not list specific dates or months due to uncertainty in when projects may begin. Plan on projects ending no later than December 19, 2019.

For more information, please refer to the more detailed timeline included as Attachment C:

Grant Awarded - 2015

Grant Agreement Executed - 2016

Conduct Tree Inventory (10,000 trees) - 14 weeks total

Policy & Ordinance Review and Modification - 4 weeks (concurrent with Tree Inventory and UFMP preparation)

Draft Urban Forest Management Plan (community meetings and draft plan) - 20 weeks total

GHG Emission Tracking and Reporting 2017 and 2018

Web-based Forest Management System and website update - 5 weeks (concurrent with UFMP preparation)

Meetings - throughout contract duration

Project Complete no later than December 2019

F. Tree Information (If applicable) - Provide the following information about any trees or plants to be planted as part of the grant project. Include information even if the trees or plants are not to be funded by CAL FIRE.

Species List - Provide a list of the tree and plant species for this grant project. Include common name, Genus, and species. Include the approximate number of each species to be used. List minimum planting stock size for each species.

The proposed project would conduct an inventory, prepare an UFMP, update the City's urban forestry policies and ordinances, and create a web portal for use by the City and the public for information about trees and urban forestry activities in the City. This work would lead to the planting of 4,000 trees in the city over a 40-year time period. Trees and planting would be funded by the City or other non-grant funding mechanisms. The ten species anticipated to be candidates for planting and which were used to calculate GHG benefits of the project are as follows:

Deodar cedar (*Cedrus deodara*), camphor tree (*Cinnamomum camphora*), redflower gum (*Corymbia ficifolia*), Indian laurel fig (*Ficus microcarpa*), southern magnolia (*Magnolia grandiflora*), New Zealand Christmas tree (*Metrosideros excelsa*), paperbark (*Melaleuca quinquenervia*), Canary Island pine (*Pinus canariensis*), Victorian box (*Pittosporum undulatum*), and London plane tree (*Platanus x acerifolia*)

It is assumed that approximately 400 of each species would be planted over the 40-year timeframe resulting in a total of 4,000 trees. These are assumed to be 3-year-old trees (15-gallon containers). It should be noted that grant funding does not directly plant trees but would promote and establish a program of planting for the City for many years to come.

Total Project Trees: 4,000

Total CAL FIRE Funded: 0

G. Other deliverables. List all other project deliverables and quantities to be funded by CAL FIRE, as well as overall project totals.

Project deliverables include the four items identified under Sections C and D, above. This includes an inventory, UFMP, updated policies and ordinances for management of the urban forest and trees in the city, and an interactive web portal for use by City staff and the public. The city would also track and annually report GHG benefits to CalFire.

5. Budget Information

A. Budget Detail - Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred. The line items listed should be specific enough to adequately describe project expenses. Use the Excel format CAL FIRE has provided for your budget, and follow the guidance in the Procedural Guide. You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments. The total amount of the project can not be changed later.

B. Vendor List - List the vendors that have provided you quotes or estimates for this project.

A. Total estimated project budget is \$278,685. This includes CalFire grant funds in the amount of \$250,285 and City match in the amount of \$28,400. See detailed budget spreadsheet in Attachment D.

B. Vendors Providing Estimates and Quotes: Duder, Associates Consulting, Urban Corps, California Surveying and Drafting

C. Explanation of Budget and Costs - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget (Continued on next page).

Refer to detailed budget included as Attachment D

Greenhouse Gas Reduction Fund Urban and Community Forestry Program - Project Budget

City of National City

Budget Proposed	Description	Cost Basis	Cal Fire Grant Share	Greenhouse Match	Total
Personnel					
Salaries	estimated @ 400 hrs (\$85,000/yr)	\$42/hr X 400 hrs.		16800	
Employee Benefits	estimated @ 400 hrs	\$8.50/hr X 400 hrs		3400	
Subtotal				20200	20,200
Contractual					
Tree Inventory					
Task 1: Tree Mapping & Assessment	10,000 trees/4,000 vacant spaces	\$2/tree/space	28,000		
Task 2: Tree Data Assessment		40 hrs X \$160/hr	6,400		
Task 3: Tree Inventories		40 hrs X \$160/hr	6,400		
Task 4: Tree Mgmt. Software (CalFire)	Software license & fixed setup costs		20,000		
Subtotal			60,800		60,800
Urban Forest Management Plan					
Task 1- Dept & Community Meetings					
Task 1a- Kick off meeting/data acquisition					
Task 1b- 4 city meetings					
Task 1c- 3 community outreach meetings					
Task 1d- 4 tree project meetings					
Subtotal			34,750		34,750
Task 2- UFM Plan Draft 1					
Task 2a- Urban Forest types					
Task 2b- Tree Management Policies					
Task 2c- Tree Inventory Management					
Task 2d- Tree Maintenance Program					
Task 2e- Tree Selection					
Task 2f- Tree removal and planting					
Task 2g- Stewardship and Community Outreach					
Task 2h- IT Goals and Objectives					
Task 2i- Data Synthesis					
Task 2j- Urban Forest Benefits					
Task 2k- Canopy Coverage Analysis					
Task 2l- Urban Forest Program Funding					
Subtotal			43,400		43,400
Task 3- UFM Plan Draft 2					
Subtotal			2,040		2,040

C. Explanation of Budget and Costs - Continued from previous page

Work 4- Forestland Presentation to City Council				
Subtotal			\$400	1,400
GIS Database Tracking & Reporting				
Subtotal	2 yrs of reporting	32 hrs. X \$180	\$5,760	8,520
Time Policy/Ordinance Development				
Policy & ordinance review and modification		10 hrs. X \$225	\$2,250	
City Meetings	5 meetings	12 hrs. X \$225	\$2,700	
Subtotal			\$5,460	\$11,730
Watershed Forest Management System & website update				
Providing comments to City Web Master		24 hrs. X \$225	\$5,400	
Review Web Based Forest Mgmt System		24 hrs. X \$225	\$5,400	
Meetings	4 meetings	24 hrs. X \$225	\$5,400	
Subtotal			\$16,200	\$16,400
Travel				
	25 miles round trip/ 16 trips	1,600 miles X \$1.50/mile	\$2,400	\$1,000
Supplies				
	copiers, fuel, stamps, paper, ink, books, other misc		\$10,000	\$10,000
Equipment				
	data loggers, field eqpt, etc		\$7,800	\$7,800
Other Direct Costs				
			\$2,000	\$2,000
Indirect Costs (10%)				
			\$1,800	\$1,800
TOTAL GRANT PROJECT COST			\$50,265	\$50,265
PERCENT OF TOTAL GRANT PROJECT COST			90	100

D. Matching Funds - List other funding sources, grants, etc., that will meet grant matching requirements.

Source 1	City of National City	Amount	\$20,200
Description	Employee salaries - \$16,800; Employee benefits - \$3,400 (see Attachment D)		
Source 2		Amount	
Description			
Source 3		Amount	
Description			
Source 4		Amount	
Description			
Matching funds comments			

6. Other Project Benefits - List other quantifiable benefits of the project (co-benefits). Please show how the measurement of these co-benefits was derived. Attachments can be provided as necessary.

See Attachment E for full citations and additional co-benefits.

Value to the City of 4,000 additional trees planted: \$124,000-356,000;

Value of 10,000 trees improved/maintained in the existing urban forest: \$310,000-890,000;

The UFWP would protect and enhance the value of the urban forest resource in National City. Over 40 years 10,000 trees could reap \$2.8 to \$43 million in benefits

A healthy urban forest could reduce infrastructure maintenance needs. A UC Davis study found that 20% shade on a street improves pavement condition by 11%, which is a 60% savings for resurfacing over 30 years. Portland, Oregon saved 43% (\$64 million) by integrating green infrastructure, including planting 4,000 new trees, into a combined gray-green infrastructure.

Stormwater runoff/flooding benefits: a mature tree can store 50-100 gallons of water during large storms which equates to 200,000-400,000 gallons stored per storm (4,000 trees) and 600,000-1,000,000 gallons for 10,000 trees.

Health and quality of life benefits: various studies showed a lower rate of asthma (25% lower for every 340 trees per square kilometer); attenuation of noise in the urban environment, 25% reduction in domestic aggression and violence;

Traffic Calming/Safety: average 3 mph reduction in vehicle speeds in treed areas;

Economic: positive consumer response in areas with trees, increased property values and tax revenues for the City.

7. Certifications & Forms- The following certifications must be filled out and signed by the appropriate person.

A. Certification of Party Responsible For Maintenance (If trees/plants to be planted or cared for in project)

I, Appropriate representative Leslie Deese

certify that the Appropriate agency National City

will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlined in the grant agreement and/or grant attachments with the California Department of Forestry and Fire Protection.

Signature



Date April 29, 2015

Title City Manager, City of National City

Phone Number 619-336-4240

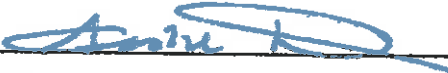
B. Statement of Compliance With All Applicable Laws (all projects must fill out and sign)

I, Appropriate representative Leslie Deese

certify that the Appropriate agency National City

will abide by all applicable federal, state, and local laws, ordinances, regulations and policies in carrying out this State bond-funded project. Failure to do so will lead to cancellation of the grant award.

Signature



Date April 29, 2015

Title City Manager, National City

Phone Number 619-336-4240

C. Recycling Certification (all projects must fill out and sign) - This certification applies to all state contracts and, to the extent feasible, all federally funded contracts.

Contractor certifies under penalty of perjury that percent 50 of the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12616 and 12200, in materials, goods, or supplies offered or products used in performance of this Agreement, regardless of whether the product meets the required recycled product percentages defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10306.5, 10364)

Signature



Date April 29, 2015

Title City Manager, National City

Phone Number 318-386-4240

D. Checklist of Necessary Forms To Be Completed. Some may not be applicable to your project.

- | | |
|---|---|
| <input checked="" type="checkbox"/> CAL FIRE Urban Forestry Program Environmental Checklist | <input checked="" type="checkbox"/> State of California Non-Discrimination Compliance (Std. 19) |
| <input checked="" type="checkbox"/> State of California Payee Data Record (Std. 204) | <input checked="" type="checkbox"/> State of California Drug-Free Workplace Certification (Std. 21) |
| <input checked="" type="checkbox"/> Governing Body Resolution (must follow sample format) | <input checked="" type="checkbox"/> 5-10 representative site photos |
| <input type="checkbox"/> Representative project area maps w/ sign locations shown | <input checked="" type="checkbox"/> Letters of participation from listed partners |
| <input type="checkbox"/> Project sign schematic (including CAL FIRE logo) | <input checked="" type="checkbox"/> Urban and Community Forestry Project Budget |
| <input checked="" type="checkbox"/> Other: | <input checked="" type="checkbox"/> Additional GHG Methods, Calculations, Tracking information. |

☒ Proof of CalEnviroScreen 2.0 community designation.

List other attachments:

Att H - References;

SIGNATURE: The authorized primary project contact for the applying organization must sign below. This must be the person, or person holding the position, that is mentioned in the required governing body resolution, and the same person or position signing all of the other required forms. The signature indicates that, to the best of the signer's knowledge, all of the information provided in this application and all attached required forms and documents is accurate and correct. The signer additionally acknowledges that they have read and understand the grant program RFP and the Procedural Guide common to all of the CAL FIRE Urban & Community Forestry grant programs.

Signature



Printed Name Leslie Deese

Title City Manager, National City

Date April 29, 2015

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in the fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "USCF GGRF Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit/Urban and Community Forestry Greenhouse Gas Reduction Fund Grant, P.O. Box 944246, Sacramento, CA 94244-2460. Both hard copy and electronic copy must be postmarked no later than the due date in the invitation letter you received. If you would like to mail the hard copy via expedited/overnight mail, please E-mail CALFIRE.Grants@fire.ca.gov for the physical mailing address.

CAL FIRE Urban & Community Forestry Program GHG Reduction Grants

GREENHOUSE GAS REDUCTION / BENEFIT CALCULATIONS

GHG Sequestered						
Species	Age	CO2 Sequestration (kg/tree)	Total CO2 Stored (kg/tree)	Tree Qty	Total CO2 (kg)	Total CO2 (t)
CEDE	43	232.3	4043.4	400	1617360	1617.36
CICA	43	111.9	2740.7	400	1096280	1096.28
EUF81	43	332	3871.6	400	1548640	1548.64
FIMI	43	42.3	1558.5	400	623400	623.4
MAGR	43	50.8	1056.6	400	422640	422.64
MEEX	43	48.5	1591.4	400	636560	636.56
MEQU	43	71	1508.8	400	603520	603.52
PICA	43	88.2	3269.9	400	1307960	1307.96
PIUN	43	0	2520.9	400	1008360	1008.36
PLAC	43	48.3	2515.9	400	1006360	1006.36
Total GHG Sequestered					9871080	9871.08

GHG Avoided									
East: GHG Avoided	Tree Qty	South: GHG Avoided	Tree Qty	West: GHG Avoided	Tree Qty	North: GHG Avoided	Tree Qty	Sum	Sum
CO2E (kg/tree)		CO2E (kg/tree)		CO2E (kg/tree)		CO2E (kg/tree)		(kg)	(t)
1440.5	100	1575.7	100	1840.7	100	0	100	485690	485.69
868.9	100	918	100	1163.4	100	0	100	295030	295.03
514.6	100	518.9	100	725.5	100	0	100	175900	175.9
693	100	674.7	100	964.9	100	0	100	233260	233.26
606.1	100	587.9	100	834.8	100	0	100	202880	202.88
646.1	100	621.1	100	887.3	100	0	100	215450	215.45
607.6	100	600.8	100	838.2	100	0	100	204660	204.66
1350.3	100	1342.7	100	1775.4	100	0	100	446840	446.84
369.4	100	343.9	100	500	100	0	100	121330	121.33
1503.1	100	1634.9	100	1927	100	0	100	506500	506.5
Total GHG Avoided								2887540	2887.54

Raw Calculations GHG Reductions - East											
Year	CEDE	CICA	EUF181	FIMI	MAGR	MEEX	MEQU	PICA	PIUN	PLAC	
3	0.2	-0.2	0	0	0	0	0	0	6	-0.1	2.6
4	1.6	0	0	0	-0.1	0.2	0	0	9.8	-0.1	3.7
5	3.1	0.3	0	0.2	-0.1	0.3	0	0	13.6	-0.1	5.8
6	4.6	0.6	0	0.4	0.1	0.5	0	0	17	-0.1	9.1
7	6.9	0.9	0	0.6	0.4	0.7	0	0	20.2	-0.1	12.3
8	10.2	1.9	0	0.7	0.7	1.8	0.1	0	22.7	-0.1	15.4
9	13.5	3.5	0	1.5	1	2.8	0.2	0	24.3	-0.1	18.5
10	16.7	5.2	0	3.1	1.3	3.8	0.2	0	25.8	-0.1	21.5
11	20	6.8	-0.1	4.5	1.6	4.8	0.5	0	27.2	-0.1	24.5
12	23.2	8.3	-0.1	5.8	2.5	5.7	1.4	0	28.5	-0.1	26.6
13	25.4	9.9	-0.2	7.1	3.7	6.6	2.3	0	29.8	-0.1	28.3
14	27.2	11.4	-0.2	8.3	5	7.4	3.2	0	31	-0.1	29.9
15	28.9	12.8	0.1	9.5	6.2	8.2	4.2	0	32.2	-0.1	31.5
16	30.7	14.2	0.7	10.6	7.4	9.3	5.1	0	33.3	-0.2	33
17	32.4	15.6	1.3	11.7	8.6	10.5	6.1	0	34.1	-0.2	34.5
18	34.2	16.9	2	12.7	9.8	11.6	7.4	0	34.5	-0.2	36
19	35.9	18.3	2.6	13.7	10.9	12.7	8.7	0	34.9	0	37.4
20	37.7	19.6	3.3	14.6	12.1	13.8	10.1	0	35.3	0.1	38.8
21	38.5	20.8	4.2	15.8	13.2	14.8	11.4	0	35.6	0.2	40.1
22	39.4	22.1	5.9	16.8	14.3	15.9	12.8	0	36	0.4	41.4
23	40.2	23.3	7.5	17.9	15.3	16.9	14.2	0	36.3	0.6	42.5
24	41.1	24.6	9.2	18.9	16.3	17.8	15.6	0	36.7	1.1	43.3
25	41.9	25.7	10.9	19.9	17.2	18.8	16.9	0	37	2.4	44
26	42.8	26.6	12.7	20.9	18.2	19.7	18.2	0	37.3	3.8	44.6
27	43.6	27.6	14.5	21.8	19.2	20.6	19.5	0	37.6	5.3	45.3
28	44.4	28.5	16.3	22.7	20.1	21.5	20.8	0	37.9	6.9	45.9
29	45.3	29.4	17.7	23.6	21.1	22.4	22	0	38.2	8.7	46.5
30	46.1	30.3	19.3	24.4	22	23.2	23.3	0	38.5	11	47.1
31	46.9	31.1	20.8	25.3	23	24.1	24.6	0	38.8	13.5	47.6
32	47.7	32	22.3	26.1	23.9	24.9	25.8	0	39	16.2	48.1
33	48.6	32.9	23.9	26.9	24.8	25.4	27.1	0	39.2	19	48.6
34	49.4	33.7	25.5	27.7	25.7	25.9	28.2	0	39.4	22	49.1
35	50.2	34.5	26.9	28.4	26.6	26.4	28.7	0	39.6	24.1	49.6
36	50.9	35.3	28.4	29.2	27.2	26.8	29.2	0	39.8	26	50
37	51.4	36.2	29.8	29.9	27.8	27.3	29.8	0	39.9	28	50.4
38	51.9	36.8	31.3	30.6	28.4	27.7	30.3	0	40.1	30	50.8
39	52.5	37.3	32.8	31.3	29	28.2	30.9	0	40.3	30.4	51.1
40	53	37.8	34.3	31.8	29.6	28.6	31.4	0	40.5	30.4	51.5
41	53.6	38.3	35.7	32.3	30.1	29.1	31.9	0	40.6	30.4	51.8
42	54.1	38.8	37	32.7	30.7	29.5	32.5	0	40.8	30.4	52.1
43	54.6	39.3	38.3	33.1	31.3	29.9	33	0	41	30.4	52.3
	1440.5	868.9	514.6	693	606.1	646.1	607.6		1350.3	369.4	1503.1

Raw Calculations GHG Reductions - South											
Year	CEDE	CICA	EUF181	FIMI	MAGR	MEEX	MEQU	PICA	PIUN	PLAC	
3	0.4	0	0	0	0	0	0	0	5.8	0	2.2
4	1.5	0	0	0	0	0	0	0	9.2	0	3.1
5	2.6	0	0	0	0	0	0	0	12.4	0	4.9
6	3.7	0	0	0	0.1	0	0	0	15.4	0	7.9
7	5.8	0	0	0	0.1	0.2	0	0	18.1	0	10.8
8	8.9	0.7	0	0	0.2	1.2	0	0	20.4	0	13.7
9	11.9	2.2	0	0.7	0.3	2.1	0	0	22.2	0	16.5
10	15	3.7	0	2.2	0.4	3.1	0	0	23.9	0	19.2
11	18	5.2	0	3.5	0.5	4	0.2	0	25.5	0	21.9
12	21.1	6.7	0	4.8	1.2	4.8	1.2	0	27	0	24.3
13	23.4	8.1	0	6	2.5	5.6	2.2	0	28.4	0	26.5
14	25.5	9.5	0	7.2	3.7	6.4	3.3	0	29.8	0	28.6
15	27.6	11	0.2	8.2	4.9	7.2	4.3	0	31.1	0	30.7
16	29.7	12.6	0.5	9.3	6.1	8.2	5.3	0	32.3	0	32.8
17	31.8	14.2	0.8	10.3	7.2	9.4	6.4	0	33.2	0	34.7
18	33.9	15.8	1.1	11.3	8.4	10.5	7.6	0	33.7	0	36.7
19	36	17.3	1.4	12.2	9.6	11.6	8.9	0	34.2	0	38.6
20	38.1	18.8	1.7	13.1	10.7	12.6	10.2	0	34.7	0	40.4
21	39.5	20.2	2.4	14.4	11.9	13.7	11.5	0	35.2	0	42.1
22	40.9	21.7	4.1	15.6	13	14.7	12.8	0	35.6	0	43.9
23	42.3	23.1	5.8	16.8	14.1	15.6	14.1	0	36.1	0	45.4
24	43.7	24.5	7.6	17.9	15.1	16.6	15.4	0.4	36.5	0.4	46.6
25	45.2	25.9	9.5	19	16.2	17.5	16.7	1.6	36.9	1.6	47.8
26	46.6	27.3	11.3	20.1	17.3	18.4	17.9	3	37.3	3	49
27	48	28.6	13.2	21.2	18.3	19.3	18.9	4.5	37.7	4.5	50.1
28	49.4	30	15.1	22.2	19.4	20.2	19.9	6.1	38.1	6.1	51.1
29	50.7	31.3	16.8	23.2	20.4	21	20.9	7.8	38.4	7.8	52.1
30	52.1	32.7	18.4	24.1	21.4	21.9	22	9.9	38.8	9.9	53.1
31	53.5	34	20.1	25.1	22.4	22.7	23	12.1	39.1	12.1	54
32	54.8	35.3	21.9	26	23.4	23.5	24	14.5	39.5	14.5	54.9
33	56.2	36.5	23.6	26.9	24.4	24.3	25	17.1	39.9	17.1	55.8
34	57.6	37.8	25.4	27.8	25.4	25.1	26.1	19.8	40.2	19.8	56.6
35	58.9	39	27.4	28.6	26.4	25.9	27.2	22	40.5	22	57.4
36	60	40.2	29.5	29.5	27.3	26.7	28.2	24.1	40.9	24.1	58.1
37	60.7	41.4	31.6	30.3	28.2	27.4	29.3	26.3	41.2	26.3	58.8
38	61.5	42.3	33.7	31.1	29.1	28.2	30.4	28.7	41.5	28.7	59.4
39	62.3	42.9	35.8	31.9	29.9	28.9	31.5	29.2	41.8	29.2	60
40	63.1	43.5	38	32.6	30.8	29.6	32.6	29.2	42.1	29.2	60.6
41	63.8	44.1	39.4	33.2	31.7	30.3	33.6	29.2	42.4	29.2	61.1
42	64.6	44.7	40.7	33.9	32.5	31	34.7	29.2	42.7	29.2	61.6
43	65.4	45.2	41.9	34.5	33.4	31.7	35.5	29.2	43	29.2	61.9
	1575.7	918	518.9	674.7	587.9	621.1	600.8	1342.7	343.9	1634.9	

Raw Calculations GHG Reductions - West											
Year	CEDE	CICA	EUFI81	FIMI	MAGR	MEEX	MEQU	PICA	PIUN	PLAC	
3	1.3	0	0	-0.1	0	0.1	0	13.3	0	7	
4	4.5	0.5	0	0.5	0	0.4	0	18.1	0	9.6	
5	7.7	1.3	0	1.5	-0.1	0.7	0	21.9	0	12.5	
6	10.9	2.1	0	2.4	0.6	0.9	0	25.3	0	15.7	
7	14	2.9	0	3.3	1.5	1.4	0.1	28.5	0	18.8	
8	16.9	4.3	0	4.1	2.4	3.5	0.2	31	0	21.8	
9	19.7	6.4	0	5.3	3.3	5.4	0.3	32.7	0	24.7	
10	22.6	8.4	0	7.2	4.2	7.3	0.4	34.3	0	27.6	
11	25.5	10.4	0	8.9	5.1	9.1	0.9	35.9	0	30.5	
12	38.4	12.4	0.1	10.5	6.3	10.8	2.8	37.3	0	32.9	
13	30.9	14.3	0.1	12	7.8	12.4	4.7	38.7	0	35.1	
14	33.2	16.2	0.1	13.4	9.3	14	6.7	40	0	37.2	
15	35.5	18	0.9	14.8	10.8	15.5	8.7	41.2	0	39.3	
16	37.8	19.7	2.4	16.1	12.2	16.8	10.7	42.4	0	41.3	
17	40.1	21.3	3.8	17.4	13.7	17.9	12.8	43.3	0	43.3	
18	42.4	23	5.4	18.6	15.1	19	14.3	44	0.2	45.2	
19	44.7	24.6	7	19.7	16.5	20	15.8	44.7	0.6	47	
20	47	26.2	8.6	20.9	17.9	21	17.2	45.3	1.1	48.9	
21	48.3	27.7	10.3	22.3	19.3	22	18.6	45.9	1.6	50.6	
22	49.7	29.3	12	23.6	20.5	22.9	20	46.5	2.2	52.3	
23	51	30.8	13.8	24.9	21.6	23.8	21.5	47	2.9	53.8	
24	52.3	32.2	15.6	26.1	22.7	24.7	22.9	47.6	3.9	54.7	
25	53.7	33.7	17.4	27.3	23.8	25.6	24.3	48.1	5.8	55.6	
26	55	34.9	19.3	28.5	24.9	26.5	25.6	48.6	7.8	56.5	
27	56.3	36.2	21.2	29.6	26	27.3	26.7	49.1	10	57.4	
28	57.5	37.4	23.1	30.8	27.1	28.2	27.8	49.6	12.4	58.2	
29	58.3	38.6	24.7	31.8	28.2	29	29	50.1	14.9	59	
30	59.1	39.8	26.3	32.9	29.2	29.7	30.1	50.5	17.2	59.7	
31	59.9	41	27.9	33.9	30.3	30.5	31.2	50.9	19.6	60.5	
32	60.7	42.1	29.6	34.9	31.3	31.3	32.3	51.1	22.1	61.2	
33	61.5	43.3	31.2	35.9	32.3	32	33.4	51.3	24.7	61.8	
34	62.3	44.4	32.9	36.8	33.3	32.7	34.5	51.4	27.6	62.4	
35	63.1	45.5	35.1	37.8	34.4	33.4	35.7	51.6	30	63	
36	63.6	46.6	37.5	38.7	35.2	34.1	36.9	51.7	32.4	63.6	
37	64	47.7	39.8	39.6	36	34.8	38.2	51.9	34.9	64.1	
38	64.3	48.6	42.2	40.5	36.8	35.5	39.4	52.1	37.6	64.6	
39	64.7	49.2	44.6	41.3	37.5	36.1	40.6	52.2	38.1	65.1	
40	65	49.7	47	42	38.3	36.8	41.8	52.4	38.1	65.6	
41	65.4	50.3	47.9	42.5	39.1	37.4	43	52.5	38.1	66	
42	65.8	50.9	48.5	43.1	39.8	38.1	44.2	52.6	38.1	66.3	
43	66.1	51.5	49.2	43.6	40.6	38.7	44.9	52.8	38.1	66.6	
	1840.7	1163.4	725.5	964.9	834.8	887.3	838.2	1775.4	500	1927	

GREENHOUSE GAS CALCULATION METHODOLOGY, TRACKING AND REPORTING

The greenhouse gas (GHG) benefits calculated for this proposed project are derived from anticipated planting of 4,000 trees in vacant planting sites in the City, which is expected to occur over a 40-year period. Development of an urban forest management plan will result in additional GHG benefits by outlining best practices that will maintain a healthy urban forest, minimize mortality, and promote replacing damaged or diseased trees. Since a baseline inventory of the City's urban forest has not yet been completed, the GHG benefits presented herein represent the GHG benefits that would be derived from planting new trees over an assumed 40-year period.

Greenhouse Gas Calculations:

The GHG benefits identified for this project were calculated using the USDA Forest Service Urban Tree Carbon Calculator (Tree Carbon Calculator) for 'Estimate of GHG Sequestered' values and 'Estimate of GHG Avoided' values, and the California Emission Estimator Model (CalEEMod) to obtain 'Estimated Project GHG Emissions' values and provide estimates of benefits at 40 years following planting. The following presents the methods used for determining each of the GHG values above and the results of those calculations. For the 'Total GHG Benefit of the Project' value, the following formula was used:

$$\text{[Total GHG Benefit of the Project]} = \{[\text{Estimate of GHG Sequestered}] + [\text{Estimate of GHG Avoided}]\} - [\text{Estimated Project GHG Emissions}]$$

Estimate of GHG sequestered (t): 9,871

Estimate of GHG avoided (t): 2,888

Estimate of Project GHG emissions (t): 298

Total GHG benefit of Project (t): 12,461

Estimate of GHG Sequestered:

Using the Tree Carbon Calculator, the Total CO₂ Stored value (kg/tree) was calculated for ten representative tree species that would be likely planting candidates in the City. These species included: Deodar cedar, camphor tree, redflower gum, Indian laurel fig, southern magnolia, New Zealand Christmas tree, paperbark, Canary island pine, Victorian box, and London plane tree. The climate zone for the project is 'South Coast', which was entered into the Calculator. The 'Tree Age' value in the Calculator was set at 43 years, which assumes that 3-year-old container trees would be planted and grown for 40 years. Each of the ten calculated Total CO₂ Stored values (one for each tree species) was then multiplied by 400, assuming an even distribution of tree species across the 4,000 trees planted (400 trees of each species planted). The Total CO₂ Stored values for all 4,000 trees were added together to arrive at the 'Estimate of GHG Sequestered' value.

Estimate of GHG Avoided:

The Emission Reductions (CO₂ Equivalents) value (kg/tree) was also calculated for the ten representative tree species. Two of the factors affecting the emission reduction values are the placement of the tree in relation to adjacent structures (Tree Azimuth) and the distance of that tree from the structure (Tree Distance Class). Based on the layout of City streets, planted trees may be located on the north, east, south, or west side of a structure. Therefore, it was assumed that 25-percent of the 4,000 new trees would be planted in each azimuth location (north, south, east, or west of structure). Additionally, the 'Tree Distance Class' value in the Calculator was set to 'Near', which represents a tree planted between 20 and 40 feet from a structure. This value was appropriate as calculated setback distances from planting strips to structures in the City average approximately 25 feet. The Emission Reductions (CO₂ Equivalents) values for all 4,000 trees were then added together to arrive at the 'Estimate of GHG Avoided' value.

Estimated Project GHG Emissions:

The CalEEMod software package was used to calculate estimated project emissions. CalEEMod is a statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential GHG emissions associated with both construction and operations from a variety of land use projects. The emissions total presented above includes calculations for tree planting efforts and tree maintenance efforts over a 40 year period. The following provides more detail regarding the assumptions and values used in this calculation:

Tree Planting:

Planting of 4,000 trees in vacant planting sites in the City is assumed to occur over a 40-year period, with 100 trees planted each year. Additionally, it is assumed that 40 trees can be planted each day resulting in a total of 2.5 planting days/year for 40 years. Equipment needed to accomplish these efforts is assumed to include an auger (for planting hole digging), and a truck to transport the auger, planting crew, tree materials, and non-powered hand tools. The following assumptions were made for equipment usage and were entered into the CalEEMod software:

- Auger: A Tier 4, 85 horsepower auger would be used for 7 hours each planting day (700 total hours over 40 years)
- Vehicle: A gas-powered, 300 horsepower truck would be driven 20 miles each planting day (2,000 total miles over 40 years)

Tree Maintenance:

Maintaining 4,000 planted trees in the City is assumed to occur over a 39-year period (no maintenance assumed in Year 1), with maintenance occurring on a 5-year cycle. The 5-year maintenance cycle assumes that 800 trees will be visited each year. Assuming that 20 trees can be maintained per day, a total of 40 maintenance days would be needed each year for 39 years. Equipment needed to accomplish these efforts is assumed to include a chainsaw, a chipper, and a truck to tow the chipper and transport

the maintenance crew, chainsaw, and other non-powered hand tools. The following assumptions were made for equipment usage and were entered into the CalEEMod software:

- **Chipper:** A Tier 4, 70 horsepower chipper would be used for 4 hours each maintenance day (6,240 total hours over 39 years)
- **Chainsaw:** A gas powered, 8 horsepower chainsaw would be used for 4 hours each maintenance day (6,240 total hours over 39 years)
- **Vehicle:** A gas-powered, 300 horsepower truck would be driven 20 miles each maintenance day (31,200 total miles over 39 years)

The resulting carbon emissions totals for tree planting and tree maintenance efforts generated by the CalEEMod software were then added together to determine the Estimated Project GHG Emissions value.

Greenhouse Gas Tracking and Reporting:

GHG totals will be tracked and reported over the grant period using the Tree Carbon Calculator (for GHG sequestered and avoided values) and CalEEMod (for GHG emissions values). Project GHG reporting will be completed quarterly for each grant project progress report. Projected direct sequestration will be reported separately from the calculated value of avoided emissions. For GHG sequestration and avoidance values, the Tree Carbon Calculator will be used and inputs will be based on the total trees planted to date. Data from planted trees (species, size, age) will be recorded and entered into the Tree Carbon Calculator and the results for sequestered carbon and avoided emissions will be summed. This will allow for tracking and reporting a running total of carbon benefits from the project. For GHG emissions, a log of equipment/vehicles used, duration of use, and miles driven will be kept. This data will then be entered into CalEEMod to calculate emission estimates based on actual equipment/vehicle usage. A summary calculation (as shown above for the Total GHG Benefit of the Project) will be included in each report.

Project GHG Emissions Calculations

Outputs from Modeling Conducted Using CalEEMod Emissions Modeling Program

Planting Emissions (Metric Tons of CO₂E)

Year	Emissions
2015	4.6925
2016	4.6328
2017	4.5509
2018	4.4685
2019	4.3902

Source: CalEEMod 2015

Maintenance Emissions (Metric Tons of CO₂E)

Activity	Emissions
Annual Chipper/Chainsaw Use	6.7668
Annual Vehicle Trips	0.2835
Annual Total	7.050
Overall Project ¹ Chipper/Chainsaw Use	263.9052
Overall Project Vehicle Trips	11.0576
Overall Project Total Maintenance Emissions	274.9628

Source: CalEEMod 2015

Notes: ¹Overall Project calculated for 39 years of emissions.

Tree planting and maintenance
Santa Barbara-South of Santa Ynez Range County, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Use	Size	Units	Lot Coverage	Flat Surface Area	Population
City Park	5.00	Acre	5.00	217,800.00	0

1.2 Other Project Characteristics

Urbanization	Rural	Wind Speed (m/s)	2.7	Precipitation Freq (Days)	37
Climate Zone	4			Operational Year	2025

Utility Company

CO2 Intensity (lb/MWhr)	0	CH4 Intensity (lb/MWhr)	0	N2O Intensity (lb/MWhr)	0
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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Construction Phase - planting period of 20 days per year over 5 years, total of 100 days; one year of maintenance equipment usage

Off-road Equipment - proxy for 85 HP Auger, with high load factor per <http://www.epa.gov/otaq/models/nonrdmdl/nonrdmdl2010/420r10016.pdf> Median Life, Annual Activity, and Load Factor Values for Nonroad Engine Emissions Modeling; NR-005d; EPA July 2010

Off-road Equipment - proxy for 85 HP Auger, with high load factor per <http://www.epa.gov/otaq/models/nonrdmdl/nonrdmdl2010/420r10016.pdf> Median Life, Annual Activity, and Load Factor Values for Nonroad Engine Emissions Modeling; NR-005d; EPA July 2010

Off-road Equipment - see year 1

Off-road Equipment - see year 1

Off-road Equipment - see year 1

Off-road Equipment - see year 1

Trips and VMT - workers and supplies

Vehicle Trips - tree maintenance: 40 days/year, 20 miles/day, total 31,200 miles

Consumer Products - no consumer products

Area Coating - no structures

Landscape Equipment - limited maintenance modeled as construction phase

Water And Wastewater - no irrigation, no restrooms

Solid Waste - no solid waste

Operational Off-Road Equipment - ghost

Off-road Equipment - proxy for chainsaw and chipper

Sequestration -

Construction Off-road Equipment Mitigation - Tier 4 Auger and Chipper

Table Name	Column Name	Default Value	Input Value
tblAreaCoating	Area_Nonresidential_Interior	326700	0
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	5.00
tblConstEquipMitigation	Tier	No Change	Tier 4 Interim
tblConstEquipMitigation	Tier	No Change	Tier 4 Interim

tblConstructionPhase	NumDays	8.00	20.00
tblConstructionPhase	NumDays	8.00	20.00
tblConstructionPhase	NumDays	8.00	20.00
tblConstructionPhase	NumDays	8.00	20.00
tblConstructionPhase	NumDays	5.00	40.00
tblConstructionPhase	NumDays	8.00	20.00
tblConstructionPhase	PhaseEndDate	7/10/2015	6/10/2016
tblConstructionPhase	PhaseEndDate	7/8/2016	6/9/2017
tblConstructionPhase	PhaseEndDate	7/7/2017	6/10/2018
tblConstructionPhase	PhaseEndDate	7/6/2018	6/7/2019
tblConstructionPhase	PhaseEndDate	8/2/2019	7/9/2020
tblConstructionPhase	PhaseStartDate	6/13/2015	5/16/2016
tblConstructionPhase	PhaseStartDate	6/11/2016	5/15/2017
tblConstructionPhase	PhaseStartDate	6/10/2017	5/14/2018
tblConstructionPhase	PhaseStartDate	6/11/2018	5/13/2019
tblConstructionPhase	PhaseStartDate	6/8/2019	5/11/2020
tblLandscapeEquipment	NumberSummerDays	180	1
tblOffRoadEquipment	LoadFactor	0.37	0.59
tblOffRoadEquipment	LoadFactor	0.37	0.59
tblOffRoadEquipment	LoadFactor	0.37	0.59
tblOffRoadEquipment	LoadFactor	0.37	0.59
tblOffRoadEquipment	LoadFactor	0.37	0.59
tblOffRoadEquipment	OffRoadEquipmentType		Trenchers
tblOffRoadEquipment	OffRoadEquipmentType		Tractors/Loaders/Backhoes
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00

tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblOffRoadEquipment	UsageHours	8.00	7.00
tblOffRoadEquipment	UsageHours	8.00	7.00
tblOffRoadEquipment	UsageHours	8.00	7.00
tblOffRoadEquipment	UsageHours	8.00	7.00
tblOffRoadEquipment	UsageHours	8.00	7.00
tblOffRoadEquipment	UsageHours	8.00	7.00
tblProjectCharacteristics	OperationalYear	2014	2025
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural
tblSolidWaste	SolidWasteGenerationRate	0.43	0.00
tblTripsAndVMT	VendorTripLength	4.60	10.00
tblTripsAndVMT	VendorTripLength	4.60	10.00
tblTripsAndVMT	VendorTripLength	4.60	10.00
tblTripsAndVMT	VendorTripLength	4.60	10.00
tblTripsAndVMT	VendorTripLength	4.60	10.00
tblTripsAndVMT	VendorTripLength	4.60	10.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00
tblVehicleTrips	ST_TR	1.59	4.00
tblVehicleTrips	SU_TR	1.59	4.00
tblVehicleTrips	WD_TR	1.59	4.00
tblWater	OutdoorWaterUseRate	5,957,406.75	0.00

2.0 Emissions Summary

2.1 Overall Construction**Unmitigated Construction**

	RO2	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Site CO2	Net CO2	Total CO2	CH4	N2O	SO2e
Year	Annual										Metric					
2015																4.6925
2016																4.6328
2017																4.5509
2018																4.4685
2019																4.3902
2020																6.7668
Total																29.5018

2.1 Overall Construction**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Year	Category										Mitigation					
2015																4.6925
2016																4.6328
2017																4.5609
2018																4.4685
2019																4.3902
2020																6.7668
Total																29.5018
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

Unmitigated Operational

Category	CO ₂	CH ₄	CO	NO _x	Fugitive PM ₁₀	Exhaust PM ₁₀	PM ₁₀ Total	Fugitive PM _{2.5}	Exhaust PM _{2.5}	PM _{2.5} Total	SO ₂	NO ₂	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
	t/day										t/yr					
Area																0.0000
Energy																0.0000
Mobile																11.0576
Waste																0.0000
Water																0.0000
Total																11.0576

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	ABio-CO2	Total CO2	CH4	N2O	CO2e
Category	ton/day										MT/yr					
Area																0.0000
Energy																0.0000
Mobile																11.0576
Waste																0.0000
Water																0.0000
Total																11.0576

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	ABio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Months/Week	Num Days	Phase Description
1	Planting Year 1	Grading	5/18/2015	6/12/2015	5	20	
2	Planting Year 2	Grading	5/18/2016	6/10/2016	5	20	
3	Planting Year 3	Grading	5/15/2017	6/9/2017	5	20	
4	Planting Year 4	Grading	5/14/2018	6/10/2018	5	20	
5	Planting Year 5	Grading	5/13/2019	6/7/2019	5	20	
6	Single Year Operations	Site Preparation	5/11/2020	7/3/2020	5	40	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Planting Year 1	Tractors/Loaders/Backhoes	1	7.00	97	0.59
Single Year Operations	Trenchers	2	4.00	80	0.50
Planting Year 2	Tractors/Loaders/Backhoes	1	7.00	97	0.59
Planting Year 3	Tractors/Loaders/Backhoes	1	7.00	97	0.59
Planting Year 4	Tractors/Loaders/Backhoes	1	7.00	97	0.59
Planting Year 5	Tractors/Loaders/Backhoes	1	7.00	97	0.59

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Planting Year 2	1	3.00	1.00	0.00	12.30	10.00	20.00	LD_Mix	HDT_Mix	HHDT
Planting Year 1	1	3.00	1.00	0.00	12.30	10.00	20.00	LD_Mix	HDT_Mix	HHDT
Planting Year 3	1	3.00	1.00	0.00	12.30	10.00	20.00	LD_Mix	HDT_Mix	HHDT
Planting Year 4	1	3.00	1.00	0.00	12.30	10.00	20.00	LD_Mix	HDT_Mix	HHDT
Planting Year 5	1	3.00	1.00	0.00	12.30	10.00	20.00	LD_Mix	HDT_Mix	HHDT
Single Year Operations	2	5.00	0.00	0.00	12.30	4.60	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Use Cleaner Engines for Construction Equipment

Clean Paved Roads

3.2 Planting Year 1 - 2015

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										mt/yr					
Off-Road																4.1712
Total																4.1712

3.2 Planting Year 1 - 2015**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	PM10-SS	NOx-SS	Total CO2	CH4	N2O	CO2e
Category	Daily										Metric					
Hauling																0.0000
Vendor																0.2873
Worker																0.2340
Total																0.5213

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	PM10-SS	NOx-SS	Total CO2	CH4	N2O	CO2e
Category	Daily										Metric					
Off-Road																4.1712
Total																4.1712

3.2 Planting Year 1 - 2015**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Site CO2	Mobile CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling																0.0000
Vendor																0.2873
Worker																0.2340
Total																0.5213

3.3 Planting Year 2 - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Site CO2	Mobile CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road																4.1230
Total																4.1230

3.3 Planting Year 2 - 2016**Unmitigated Construction Off-Site**

	PM10	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Adj CO2	Net CO2	Total CO2	CH4	N2O	GWP
Category	t/year										t/year					
Hauling																0.0000
Vendor																0.2842
Worker																0.2257
Total																0.5099

Mitigated Construction On-Site

	PM10	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Adj CO2	Net CO2	Total CO2	CH4	N2O	GWP
Category	t/year										t/year					
Off-Road																4.1230
Total																4.1230

3.3 Planting Year 2 - 2016**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling																0.0000
Vendor																0.2842
Worker																0.2257
Total																0.5099

3.4 Planting Year 3 - 2017**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road																4.0544
Total																4.0544

3.4 Planting Year 3 - 2017**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	On-Site										Off-Site					
Hauling																0.0000
Vendor																0.2797
Worker																0.2169
Total																0.4965

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	On-Site										Off-Site					
Off-Road																4.0544
Total																4.0544

3.4 Planting Year 3 - 2017**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling																0.0000
Vendor																0.2797
Worker																0.2169
Total																0.4965

3.5 Planting Year 4 - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road																3.9849
Total																3.9849

3.5 Planting Year 4 - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	Non-Bio-CO2	Total CO2	CH4	N2O	CO2e
Category	tonnes/yr										MT/yr					
Hauling																0.0000
Vendor																0.2749
Worker																0.2086
Total																0.4836

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	Non-Bio-CO2	Total CO2	CH4	N2O	CO2e
Category	tonnes/yr										MT/yr					
Off-Road																3.9649
Total																3.9649

3.5 Planting Year 4 - 2018**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	ton/yr										lb/yr					
Hauling																0.0000
Vendor																0.2749
Worker																0.2088
Total																0.4836

3.6 Planting Year 5 - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	ton/yr										lb/yr					
Off-Road																3.9186
Total																3.9186

3.6 Planting Year 5 - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	SOx-CO2	NOx-CO2	Total CO2	CH4	N2O	CO2e
Category	t/year										t/MTyr					
Hauling																0.0000
Vendor																0.2703
Worker																0.2012
Total																0.4715

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	SOx-CO2	NOx-CO2	Total CO2	CH4	N2O	CO2e
Category	t/year										t/MTyr					
Off-Road																3.9186
Total																3.9186

3.6 Planting Year 5 - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CC2	NBio-CC2	Total CO2	CH4	N2O	CO2e
Category	t/day										Mty/yr					
Hauling																0.0000
Vendor																0.2703
Worker																0.2012
Total																0.4715

3.7 Single Year Operations - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CC2	NBio-CC2	Total CO2	CH4	N2O	CO2e
Category	t/day										Mty/yr					
Off-Road																6.1229
Total																6.1229

3.7 Single Year Operations - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tones/yr										MT/yr					
Hauling																0.0000
Vendor																0.0000
Worker																0.6439
Total																0.6439

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tones/yr										MT/yr					
Off-Road																6.1229
Total																6.1229

3.7 Single Year Operations - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-Gen CO2	Non-Gen CO2	Total CO2	CH4	N2O	CO2e
Category	ton/yr										MT/yr					
Hauling																0.0000
Vendor																0.0000
Worker																0.6439
Total																0.6439

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-Gen CO2	Non-Gen CO2	Total CO2	CH4	N2O	CO2e
Category	ton/yr										MT/yr					
Mitigated																11.0576
Unmitigated																11.0576

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
City Park	20.00	20.00	20.00	31,856	31,856
Total	20.00	20.00	20.00	31,856	31,856

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	RAW or C-W	HS or D-C	HBO or C-W	RAW or C-W	HS or C-C	H-C or C-W	Primary	Overhead	Pass-by
City Park	8.80	4.60	4.60	33.00	48.00	19.00	66	28	6

LDA	LDT1	LDT2	MDV	SED	LDT2	MPD	HHV	OBUS	UBUS	WCV	UBUS	MA
0.489821	0.035204	0.210874	0.153026	0.048322	0.007389	0.020723	0.015503	0.002015	0.002208	0.008256	0.001515	0.003143

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Sox- CO2	NOx- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated																0.0000
Electricity Unmitigated																0.0000
NaturalGas Mitigated																0.0000
NaturalGas Unmitigated																0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Sox- CO2	NOx- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
City Park	0																0.0000
Total																	0.0000

5.2 Energy by Land Use - Natural Gas**Mitigated**

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Global Warming Potential (GWAP)	Net Global Warming Potential (NGWP)	Total CO2e	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/yr										MT/yr					
City Park	0																0.0000
Total																	0.0000

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2e	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
City Park	0				0.0000
Total					0.0000

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
Land Use	kWh/yr	MT/yr			
City Park	0				0.0000
Total					0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	CO ₂	CO ₂ e	CO	CH ₄	Fugitive PM ₁₀	Exhaust PM ₁₀	PM ₁₀ Total	Fugitive PM _{2.5}	Exhaust PM _{2.5}	PM _{2.5} Total	SO ₂	NO _x -CO ₂	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
Category	Tons/yr										MT/yr					
Mitigated																0.0000
Unmitigated																0.0000

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Positive PM10	Exhaust PM10	PM10 Total	Positive PM2.5	Exhaust PM2.5	PM2.5 Total	Net CO2	Net CH4	Total CO2e	CH4	NO2	CO2e
SubCategory	t/day										t/yr					
Architectural Coating																0.0000
Consumer Products																0.0000
Landscaping																0.0000
Total																0.0000

Mitigated

	ROG	NOx	CO	SO2	Particulate PM10	Exhaust PM10	PM10 Total	Particulate PM2.5	Exhaust PM2.5	PM2.5 Total	Net CO2	Net CH4	Total GHG	CH4	N2O	CO2e
Subcategory	t/day										t/yr					
Consumer Products																0.0000
Landscaping																0.0000
Architectural Coating																0.0000
Total																0.0000

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
Category	MT/yr			
Mitigated				0.0000
Unmitigated				0.0000

7.2 Water by Land Use**Unmitigated**

	Indoor Climate Control Use	Total CO ₂	CH ₄	N ₂ O	CO ₂ e
Land Use	Area	MT/yr			
City Park	0 / 0				0.0000
Total					0.0000

7.2 Water by Land Use**Mitigated**

	Flow/Out- door Uses	Total CO ₂ e	CH ₄	N ₂ O	CO ₂ e
Land Use	Mgal	Mtons			
City Park	0 / 0				0.0000
Total					0.0000

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO ₂ e	CH ₄	N ₂ O	CO ₂ e
	Mtons			
Mitigated				0.0000
Unmitigated				0.0000

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
City Park	0				0.0000
Total					0.0000

Mitigated

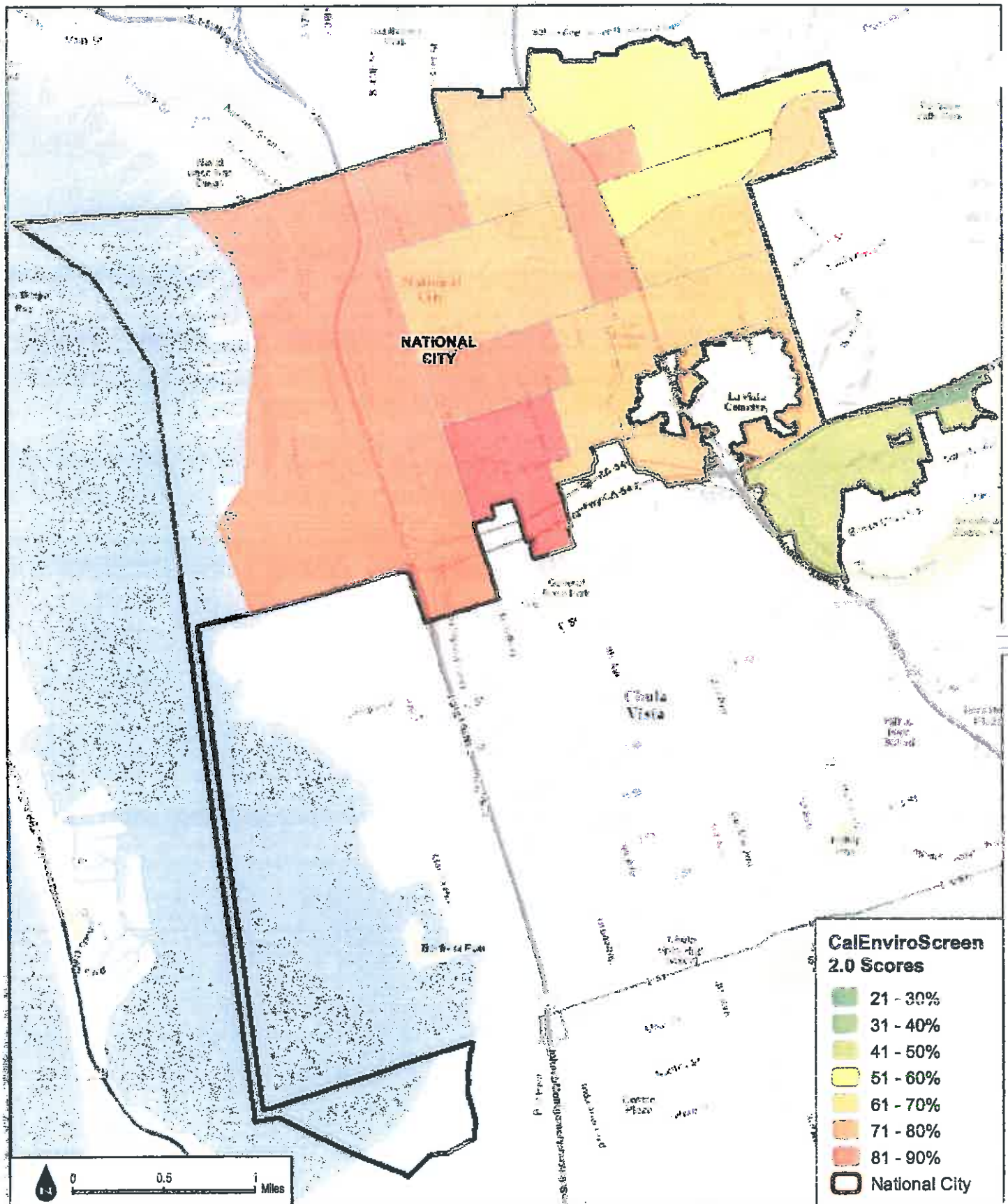
	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
City Park	0				0.0000
Total					0.0330

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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SB 535 Disadvantaged Communities

Census Tract	CalEnviroScreen 2.0 Score	CalEnviroScreen 2.0 Percentile Range	Pollution Burden Percentile	Population Characteristics Percentile	Total Population	California County	ZIP code census tract falls within	Nearby City (to help approximate location only)
6073011602	42.76	81-85%	57	94	3228	San Diego	91950	National City
6073012401	38.86	75-80%	56	87	3676	San Diego	91950	National City
6073011601	38.36	75-80%	47	92	5891	San Diego	91950	National City
6073021900	37.91	76-80%	89	61	6815	San Diego	91950	National City

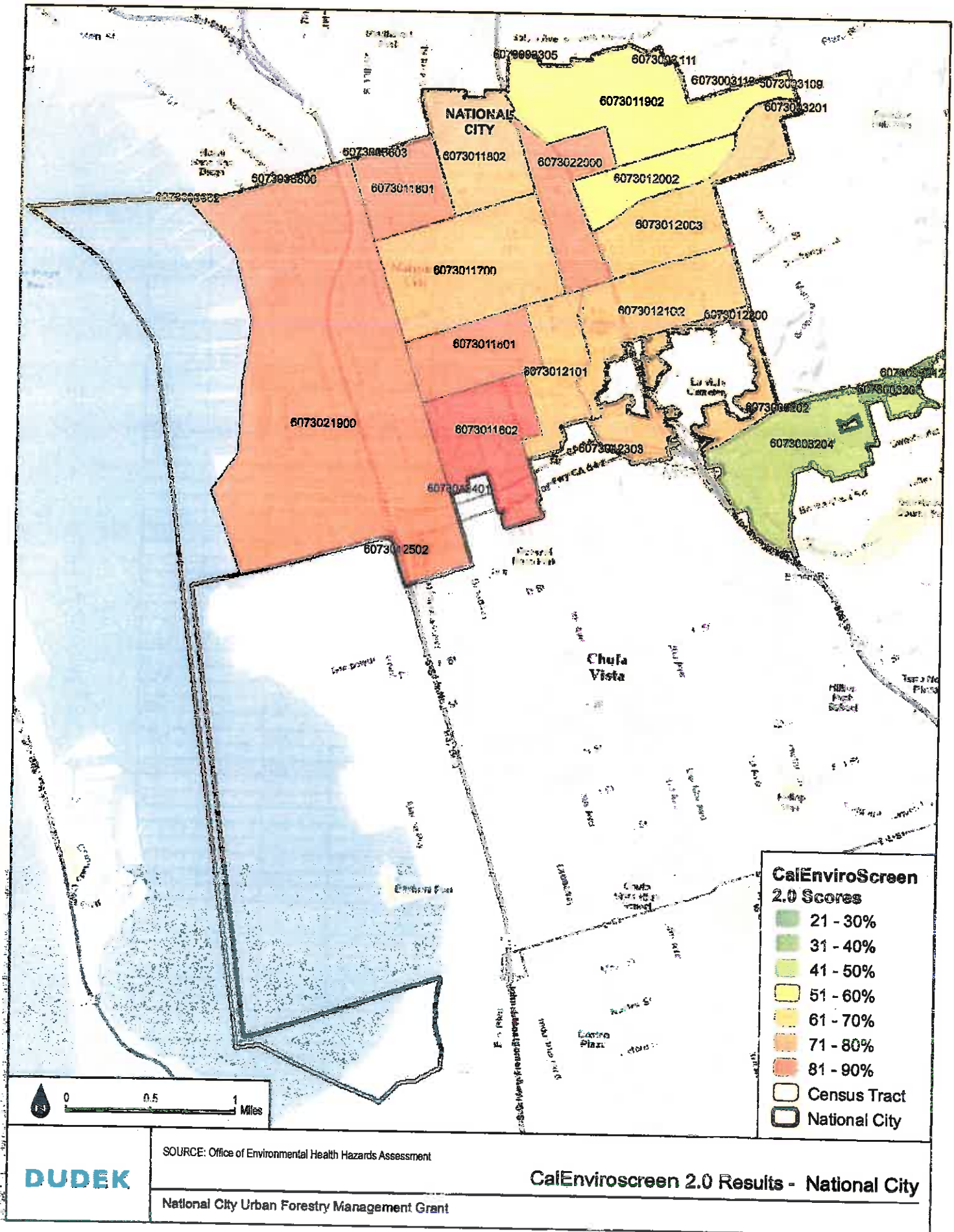


DUDEK

SOURCE: Office of Environmental Health Hazards Assessment

CalEnviroScreen 2.0 Results - National City

National City Urban Forestry Management Grant



**Greenhouse Gas Reduction Fund Urban and Community Forestry Program -
Project Budget**

City of National City

Budget Proposal	Description	Cost Basis	Cal Fire Grant Share	Grantee Match	Total
Personnel:					
Salaries	estimated @ 400 hrs (\$85,000/yr)	\$42/hr X 400 hrs.		16800	
Employee Benefits	estimated @ 400 hrs	\$8.50/hr X 400 hrs		3400	
Subtotal:				20200	20,200
Contractual:					
Tree Inventory					
Task 1- Tree Mapping & Assessment	10,000 trees/4,000 vacant spaces	\$2/tree/space	28,000		
Task 2- Tree Data Assessments		40 hrs X \$160/hr	6,400		
Task 3- Tree Evaluations		40 hrs. X \$160/hr	6,400		
Task 4- Tree Mgmt. Software (CalFire)	Software license & fixed setup costs		20,000		
Subtotal:			60,800		60,800
Urban Forest Management Plan					
Task 1- Dept & Community Meetings					
Task 1a- Kick off meeting/data acquisition					
Task 1b- 4 city meetings					
Task 1c- 2 community outreach meetings					
Task 1d- 4 mid project meetings					
Subtotal:			34,750		34,750
Task 2- UFMP Draft 1					
Task 2a- Urban Forest Sytus					
Task 2b- Tree Management Policies					
Task 2c- Tree Inventory Management					
Task 2d- Tree Maintenance Program					
Task 2e- Tree Selection					
Task 2f- Tree removal and planting					
Task 2g- Stewardship and Community Outreach					
Task 2h- LT Goals and Objectives					
Task 2i- Dept Synergy					
Task 2j- Urban Forest Benefits					
Task 2k- Canopy Coverage Analysis					
Task 2l- Urban Forest Program Funding					
Subtotal:			46,685		46,685
Task 3- UFMP Draft 2					
Subtotal:			9040		9,040
Task 4- Powerpoint Presentation to City Council					
Subtotal:			5400		5,400
GHG Emission Tracking & Reporting					
Subtotal:	2 yrs of reporting	32 hrs. X \$160	5120		5,120
Tree Policy/Ordinances Development					
Policy & ordinance review and modification		40 hrs. X \$225	9000		
City Meetings	3 meetings	12 hrs. X \$225	2700		
Subtotal:			11,700		11,700
Web Based Forest Mgmt system & website update					
Providing comments to City Web Master		24 hrs. X \$225	5400		
Review Web Based Forest Mgmt System		24 hrs. X \$225	5400		
Meetings	4 meetings	16 hrs. X \$225	3600		
Subtotal:			14400		14,400
Travel					
Mileage	75 miles round trip/ 18 mths	1,350 miles X .56/mile	1000		1000
Supplies	repro, fuel, maps, tapes, ID books, other misc field and office		10000		10000
Equipment					
	dataloggers, field eqpt, etc		7500		7500
Other Direct Costs					
			25000		25000
Indirect Costs (10%)					
			18,890	6200	25,090
TOTAL GRANT PROJECT COST			250,285	26,400	276,685
PERCENT OF TOTAL GRANT PROJECT COST			90	10	100

ADDITIONAL CO-BENEFITS OF PROPOSED GRANT PROJECT

Value to the City of Tree Planting:

- Value of one tree: \$31 (Glendale, AZ) - \$89 (Berkeley, CA)
- Value of 4,000 trees proposed for planting: \$124,000-356,000
- Value of 10,000 trees improved/maintained: \$310,000-890,000

(McPherson, Greg E., James R. Simpson, Paula J. Peper, Scott E. Maco, and Qingfu Xiao. "Municipal Forest Benefits and Costs in Five U.S. Cities." *Journal of Forestry* 103.8 (2005): 411-16.

Web. http://www.fs.fed.us/ccrc/topics/urban-forests/docs/jof_Dec_2005.pdf

40 years of benefits (proposed plan length) per tree:

- Large Tree: \$4,320 (yard), \$3,880 (public)
- Medium Tree: \$1,040 (yard), \$760 (public)
- Small Tree: \$280 (yard), \$40 (public)
- Conifer: \$2,040 (yard), \$1,640 (public)
- 4,000 trees (range small-large): \$1,120,000-17,280,000 (yard), \$160,000-15,520,000 (public)
- 10,000 trees (range small-large): \$2,800,000-43,200,000 (yard), \$400,000-38,800,000 (public)

(McPherson, Gregory, James Simpson, Paula Peper, Shelley Gardner, Kelaine Vargas, Scott Maco, and Qingfu Xiao. "Coastal Plain Community Tree Guide: Benefits, Costs, and Strategic Planting". USDA, Forest Service, Pacific Southwest Research Station. (2006).

Web. http://www.fs.fed.us/psw/programs/uesd/uep/products/2/cufr_679_gtr201_coastal_tree_guide.pdf

Plan Time Scale/Size:

- Shade provided by trees reduces the need for maintenance and repaving. A UC Davis study found that 20% shade on a street improves pavement condition by 11%, which is a 60% savings for resurfacing over 30 years. (Geiger, J.R. and S.L. Gardner. "Why Shade Trees? The Unexpected Benefits." Center for Urban Forest Research, Pacific Southwest Research Station, USDA Forestry Service. 2006.
Web. http://www.fs.fed.us/psw/programs/uesd/uep/products/cufr_673_WhyShadeStreets_10-06.pdf)
- Portland, Oregon saved 43% (\$64 million) by integrating green infrastructure, including planting 4,000 new trees, into a combined gray-green infrastructure. (Rosen, Mike. "Trees! Watershed Health and Urban Trees Protecting the Investment." Environmental Services City of Portland, National Green Infrastructure Conference. (2011).)

Here are a few others that aren't per tree:

- Tree canopy goal recommendation for urban residential zones in metropolitan areas in the dry West: 18% ("Setting Urban Tree Canopy Goals." American Forests.
Web. <http://ftp.americanforests.org/resources/urbanforests/treedeficit.php>)
- Researchers from Columbia University found childhood asthma rates were highest in parts of the city where tree density was lowest. The rate of asthma fell by 25% for every extra 340 trees per square kilometer, a pattern that held true even after taking account of differing sources of pollution, levels of affluence and population density. (Lovasi, G. S., J. W. Quinn, K. M.

- Neckerman, M. S. Perzanowski, and A. Rundle. "Children Living in Areas with More Street Trees Have Lower Prevalence of Asthma." *Journal of Epidemiol Community Health* 62 (2008): 647-49. Web. <http://www.ncbi.nlm.nih.gov/pubmed/18450765>)
- Trees absorb high frequency noise which are most distressing to people. (McPherson, Gregory, James Simpson, Paula Peper, Qingfu Xiao, Dennis Pettinger, and Donald Hodel. *Tree Guidelines for Inland Empire Communities*. Rep. Western Center for Urban Forest Research and Education, USDA Forest Service, Pacific Southwest Research Station, 2001. Web. http://www.fs.fed.us/psw/programs/uesd/uep/products/2/cufr_52.pdf.)
 - **The presence of trees in a suburban landscape significantly reduced the cruising speed of drivers** by an average of 3 miles per hour. Faster drivers and slower drivers both drove slower with the presence of trees. (Naderi, Jody R., Byoung S. Kweon, and Praveen Maghelal. "The Street Effect and Driver Safety." *ITE Journal on the Web* (2008). Web. <http://www.walkable.org/assets/downloads/StreetTreeEffectandDriverSafety ITEfeb08 .pdf>.)
 - Public housing residents with nearby trees and natural landscapes reported 25% fewer acts of domestic aggression and violence (Kuo, F.E., and W.C. Sullivan. 2001. "Aggression and Violence in the Inner City: Effects of Environment Via Mental Fatigue". *Environment and Behavior* 33.4 (2001): 543-571. Web. <http://www.outdoorfoundation.org/pdf/AggressionAndViolence.pdf>.)
 - Shoppers will travel further and longer to visit a district with high quality trees, and spend more time there once they arrive. (Wolf, Kathleen L. "Business District Streetscapes, Trees and Consumer Response." *Journal of Forestry* 103.8 (2005): 396-400. Web. http://www.fs.fed.us/pnw/pubs/journals/pnw_2005_wolf001.pdf.)
 - Trees increased home sales prices in Athens, GA \$1475 to \$1750. This increase in property value results in an increase of \$100,000 in the city's property tax revenues (Anderson, L.M., and H.K. Cordell. "Influence of Trees on Residential Property Values in Athens, Georgia (U.S.A.): A Survey Based on Actual Sales Prices." *Landscape and Urban Planning* 15.1-2 (1988): 153-64. Web. http://www.srs.fs.usda.gov/pubs/ja/ja_anderson003.pdf)



California Department of Forestry and Fire Protection
Urban Forestry Program

ENVIRONMENTAL CHECKLIST

Part 1: ADMINISTRATIVE INFORMATION

1. Project Title: National City Urban Forest Management Planning
2. Project Applicant's Name: National City
3. Name and title of checklist preparer: Markus Lang, Environmental Specialist, Dudek (consultant to City)

This checklist is intended for use by applicants for California Department of Forestry and Fire Protection (CAL FIRE) Urban Forestry Program projects. It is modeled after the California Environmental Quality Act (CEQA) Environmental Checklist, which has been modified to more closely focus on the types of actions and impacts expected to occur while conducting urban forestry tree planting projects. As the lead agency under CEQA, CAL FIRE must make a determination as to a project's potential environmental impacts, develop mitigations if necessary and determine the level of environmental documentation and review required. The completion of this checklist will assist CAL FIRE in identifying impacts of the proposed project prior to approval. To meet that need someone that is intimately familiar with the project and knowledgeable on potential environmental consequences must complete this checklist. The information in the checklist is meant to supplement the information provided in your application. Maps and photos supplied with your application will assist in CAL FIRE's review. This checklist is available electronically (MS Word 97) or may be completed by hand. If you need assistance please contact CAL FIRE's Urban Forestry Program personnel.

It is the intent of CAL FIRE and the Urban Forestry Program to approve tree-planting projects that are categorically exempt from further environmental review under CEQA. In order for a project to qualify for a categorical exemption CAL FIRE must find that there are no "unusual circumstances" associated with the project that lead to the project having impacts on environmental resources (e.g., threatened or endangered species, aesthetics, cultural resources, water quality, etc). CEQA does not allow for a project's impacts to be minimized or compensated under a categorical exemption; avoiding impacts to resources is the only mitigation permitted. To meet that end, the following questions were designed to identify environmental impacts that may occur in various tree-planting settings and encourage project applicants to develop measures to avoid those impacts. In the event that potential impacts to a resource are identified it is recommended that the project applicant redesign or reconfigure their project proposal to avoid impacts to the resource. Failure to fully avoid impacts will result in your project requiring a "higher level" of environmental review such as the preparation of a negative declaration or environmental impact report. This could be costly and delay your project. Because of the time and cost associated with the preparation of a negative declaration or environmental impact report CAL FIRE encourages you to change your project in order to qualify for a categorical exemption.

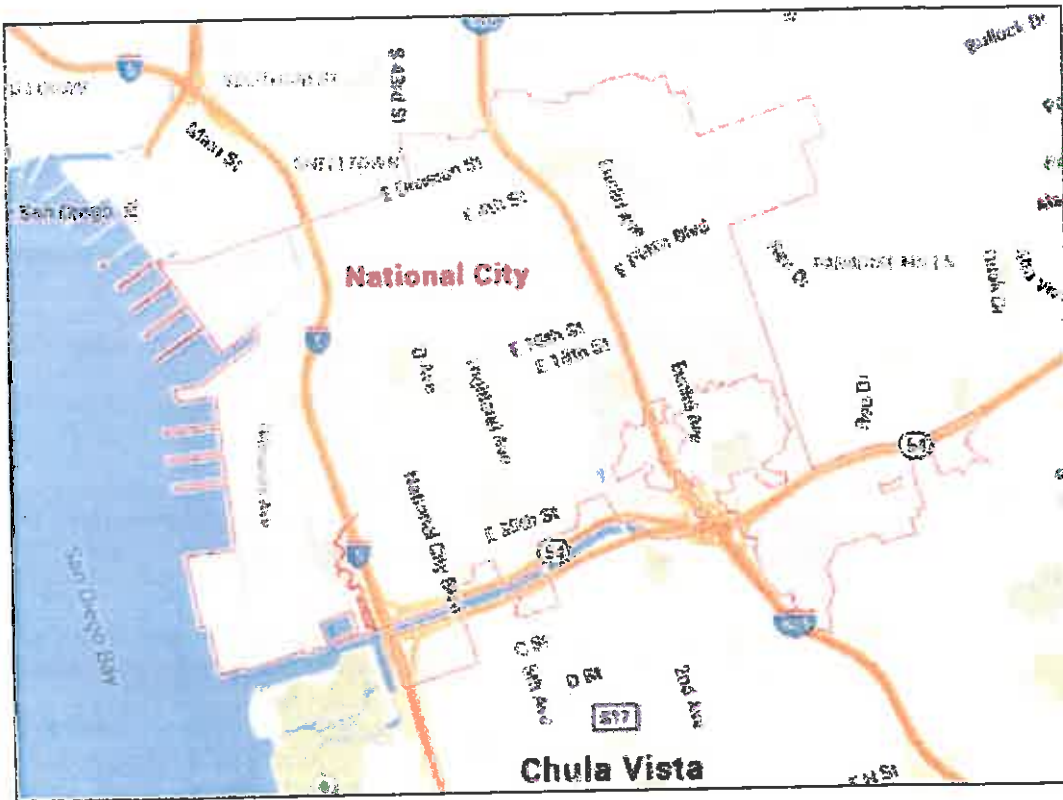
A brief explanation is required for "Yes" responses to the following questions. Responses must be supported by facts, not merely the personal opinion of the checklist preparer.

All responses must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

Earlier analyses may be used where an impact has been adequately analyzed in an earlier EIR or negative declaration. In this case, a brief discussion should identify the earlier analysis, describe the mitigations that were developed and supply copies of relevant sections/pages. A source list should be attached and other sources used or individuals contacted should be cited in the discussion sections where necessary.

Part 2: PROJECT DESCRIPTION

1. Project Location:
(City, County, Nearest Town, etc.) National City, San Diego County, CA



2. Description of Project: Describe the entire project, including but not limited to size and numbers of trees, size and depth of excavations, planting site preparation (i.e., land clearing), equipment to be utilized in planting and preparing the planting site (e.g., backhoes, power augers, heavy equipment), later phases of the project, and any secondary, support, or off-site features necessary for the project's implementation. Emphasis should be placed on activities that will potentially impact the environment rather than describing project benefits.

The proposed project would include the following components:

1) Conduct a GIS-based City Tree Inventory- The City's Engineering and Public Works Department will utilize consulting ISA certified arborists to inventory approximately 10,000 trees. Tree mapping will be conducted using Trimble data loggers with sub-meter Global Positioning System technology to accurately locate existing trees and vacant tree planting sites (estimated 4,000 vacant sites) in the City's parks and ROWs. Purchase mobile data collectors for City. Integrate data into a Web based tree mgmt application.

2) Develop a Long Range UFMP - The City will contract with urban foresters for preparation of a UFMP. This plan will address the current status of the City's urban forest; identify existing tree management policies; provide recommendations for editing or amending such policies; identify routine and emergency tree maintenance standards; provide design, tree selection, removal, and planting recommendations; provide City staffing recommendations; identify tree inventory management options; provide natural resource management recommendations; provide community education outreach and Arbor Day Celebration guidelines; and identify and quantify the benefits of the City's urban forest, including carbon sequestration, stormwater, and air quality annual benefits and strategies. Additionally, the UFMP will provide long-term management goals and objectives for a 40-year period that will be broken into manageable and attainable 5-year milestones with annual operating costs. The preparation of the UFMP will also involve key representative stakeholders and the communities, who have an interest in the proper care and maintenance of the trees.

3) Update City's Tree Master Policies and Ordinances- The purpose of this objective is to evaluate and revise tree policies and ordinances for adoption by City Council that will better meet the needs and desires of the City. The ordinance will encourage and provide direction for preservation of existing tree canopy and enhancement of the canopy and tree quality through implementation of sound and sustainable urban forest management practices and planning policies. Basic tree planting techniques, species selection, tree removal policies, and maintenance standards will be included. It is assumed that a CEQA EIR is not required for adoption of an updated tree ordinance.

4) Improve City's Urban Forest Website and provide Web based tree maintenance scheduling interface for residents - Long term community involvement and education is an important component of a successful urban forest management program since the majority of trees are on private property. Providing comprehensive tree management information can help residents better manage their trees. Additionally, residents are often unsure how to request tree work, determine when tree work is scheduled, or how they can help plant and care for trees. As such, updating the City's Website will be accomplished for public outreach and education as well as providing an active tree information resource. The Web site will promote the urban forest to the residents of National City and encourage an active role in managing their own trees. Additionally, a Web based access portal for residents to gain access about specific trees will be developed and made accessible. This will enable City staff to publish select tree information, including trimming and removal/replacement schedules for residents to view. Also create, print and distribute City tree care program as educational outreach.

The project will be a major update of the City's current urban forestry practices. It will include a team of ISA certified arborists, urban foresters, a Registered Professional Forester (as needed), City public works staff, City planners, and the interested public. The team will work collaboratively throughout the process, will seek public input through various means, including on-line surveys and public participation meetings. The UFMP and various policy documents that result from this project will become the cornerstone for tree and urban forest management in National City and will guide future tree maintenance budgeting and staffing practices.

3. Identify the type(s) of setting(s) where your project will be located.

Urban or Developed Settings	Rural, Undeveloped or Wildland Settings
<input checked="" type="checkbox"/> Street (parkways, medians, sidewalks, etc.)	<input type="checkbox"/> Undeveloped land
<input checked="" type="checkbox"/> Existing landscaped city/county park	<input type="checkbox"/> New or rural park
<input checked="" type="checkbox"/> Existing landscaped school grounds	<input type="checkbox"/> New school grounds
<input checked="" type="checkbox"/> Urban trail, bike trail	<input type="checkbox"/> Agricultural land
<input checked="" type="checkbox"/> Public building grounds	<input type="checkbox"/> Historic district, railroad right-of-way
<input type="checkbox"/> Other similar urban or developed setting. Describe setting: _____	<input type="checkbox"/> Riparian area (within 100 ft of a stream, lake or wetland)
	<input type="checkbox"/> Other similar rural, undeveloped or wildland setting. Describe setting: _____

Projects confined to urban or developed settings must address questions in Checklist, Part 4.

Projects that include rural, undeveloped or wildland settings must address questions in Checklist, Parts 3 and 4.

**Part 3: ENVIRONMENTAL IMPACT ANALYSIS FOR PROJECTS
IN RURAL, UNDEVELOPED OR WILDLAND SETTINGS**

Projects, or portions of projects, planned for rural, undeveloped or wildland settings may have impacts on various resources (e.g., threatened or endangered species, cultural resources, water quality, etc.). Therefore, project applicants must conduct the following resource studies to determine if resources exist that warrant protection.

Resource Studies:

Conduct a Natural Diversity Data Base Search

Contact CAL FIRE, Urban Forestry Program staff to determine how to conduct a Natural Diversity Data Base (NDDB) Search. Submit a copy of the search results along with this Environmental Checklist. If the NDDB search identifies any threatened or endangered species of animals or plants that may be present describe avoidance measures in the appropriate discussion section.

Conduct an archaeological records check

Contact CAL FIRE, Urban Forestry Program staff to determine how to conduct an Archaeological Records Check. Submit a copy of the results along with this Environmental Checklist. If the Records Check identifies cultural resources within the project site describe measures to avoid impacts in the appropriate discussion section.

Conduct an archaeological survey

Contact CAL FIRE, Urban Forestry Program staff to determine how to conduct an archaeology survey. Submit a copy of the survey results along with this Environmental Checklist. If the archeological survey identifies cultural resources within the project site describe measures to avoid impacts in the appropriate discussion section.

Based on the results of the resource studies please respond to the following questions for projects located in rural, undeveloped or wildland settings.

1. Discuss the results of the resource studies and briefly describe the archaeological and biological resources identified within your project site.

NA since this is a management plan for a developed environment.

Will the project:

2. Require the removal of native vegetation (trees, shrubs) prior to planting, thereby potentially impacting threatened or endangered plant or animal species or cultural resources?

☐ Yes

☐ No

3. Require extensive soil disturbance, thereby potentially causing soil erosion and impacting, threatened or endangered species or cultural resources?

☐ Yes

☐ No

4. Require the use of large equipment (i.e. backhoe) thereby potentially impacting threatened or endangered species or cultural resources?

☐ Yes

☐ No

5. Occur within 100 feet of a perennial watercourse, riparian zone or wetland thereby potentially impacting threatened or endangered species, cultural resources or riparian values?

☐ Yes

☐ No

6. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use?

☐ Yes

☐ No

7. Discuss any "Yes" responses and describe measures to avoid impacts.

Part 4: ENVIRONMENTAL IMPACT ANALYSIS FOR ALL PROJECTS

Please answer the following questions for all projects and discuss all "Yes" responses.

Will the proposed project:

1. Require approval from other public agencies (e.g., permits, financing approval, or participation agreement (e.g., grading permits, CALTRANS encroachment permits, right-of-way easements, etc.))

☐ Yes

☒ No

2. Include activities that were identified in other environmental documents or analyses and support findings of no significant impact (e.g., CEQA documents, environmental surveys, general plans, studies, reports, etc.)

☐ Yes

☒ No

3. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to general plans, specific plans, local coastal programs, or zoning ordinances)?

☐ Yes

☒ No

4. Conflict with any ordinances protecting biological resources, such as tree preservation ordinance, Habitat Conservation Plan, or other policy?

☐ Yes

☒ No

5. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

☐ Yes

☒ No

6. Result in trees, once mature, coming into contact with power lines?

☐ Yes

☒ No

7. Expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

☐ Yes

☒ No

8. Have sufficient water supplies available to serve the project from existing entitlements and resources or substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

☐ Yes

☒ No

The planting and maintenance activities included in the proposed Plan would be served by sufficient water supplies and would not substantially deplete groundwater supplies. The species that would be chosen for inclusion in the Plan would be climate-appropriate. Irrigation techniques would be specified in the Plan and implemented in consideration of water supplies and conservation policies as stipulated in local, state, and federal regulations, including Sweetwater Authority's 2010 Urban Water Management Plan.

9. Result in substantial adverse impacts to public services for tree pruning and maintenance?

☐ Yes

☒ No

10. Substantially increase the use of existing neighborhood and regional parks or other recreational facilities or require the construction of additional recreational facilities resulting in significant environmental impacts?

☐ Yes

☒ No

11. Include trees known to produce pollen/allergens/odors that are irritants or objectionable to large numbers of people?

☐ Yes

☒ No

12. Substantially damage a scenic resource or vista or degrade the existing visual character or quality of the site and its surroundings including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

☐ Yes

☒ No

13. Result in, once trees are mature, undesirable shading of nearby property, including residences, offices, swimming pools, solar energy collectors, recreational facilities, etc. or subject adjoining properties to excessive amounts of litter and/or debris?

☐ Yes

☒ No

14. Obscure public safety improvements such as streetlights, traffic signals, signs, etc.?

☐ Yes

☒ No

15. Greenhouse Gas Emissions

☐ This topic does not apply to this project and was not evaluated further.

☐ Yes ☒ No Would the project generate significant greenhouse gas (GHG) emissions?

☐ Yes ☒ No Would these GHG emissions result in a significant impact on the environment?
Discuss below:

☐ Yes ☒ No Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?
Discuss below:

The management plan would ultimately result in planting of 4,000 trees and would promote the health of the urban forest and would result in a net reduction or sequestration of GHG.

If you checked "No" to all preceding questions or checked "Yes" and have provided the required Resource Studies and identified measures sufficient to protect all resource values the project may be categorically exempt from further environmental review. Sign the Certification, below, and submit this Checklist with your application to the CAL FIRE, Urban Forestry Program office. CAL FIRE will review your responses and determine whether additional environmental review is necessary prior to project approval.

Part 5: CERTIFICATION

I certify that I have reviewed the proposed project's description and inspected the project site(s). I have provided accurate and factual responses to the questions and have supplied accurate information when requesting database searches. In my opinion the proposed project will not have any negative impacts on the environment.



Signature of Checklist Preparer

04/27/15

Date

Part 6: DETERMINATION

DETERMINATION (To be completed by CAL FIRE, Urban and Community Forestry Program Staff)

As a representative of CAL FIRE and as lead agency for environmental review under CEQA I have determined that an environmental impact evaluation for the proposed project has been satisfactorily completed.

On the basis of this evaluation:

- ☐ I find that the proposed project will not have a significant effect on the environment and meets the **Class 4 (Minor Alterations to Land)** categorical exemption requirements. This project is therefore exempt from the requirement for the preparation of environmental documents. CAL FIRE will prepare a Notice of Exemption (NOE).
- ☐ I find that the proposed project could not have a significant effect on the environment and does not meet the Class 4 categorical exemption requirements; therefore a negative declaration will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the applicant. A mitigated negative declaration will be prepared.
- ☐ I find that the proposed project may have a significant effect on the environment, and an environmental impact report is required.
- ☐ I find that the proposed project may have a "potentially significant impact" or "potentially significant unless mitigated impact" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An environmental impact report is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards and (b) have been avoided or mitigated pursuant to an earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature of Authorized CAL FIRE Reviewer

Print Name

Title

Date

5. Budget Information

A. Budget Detail - Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred. The line items listed should be specific enough to adequately describe project expenses. Use the Excel format CAL FIRE has provided for your budget, and follow the guidance in the Procedural Guide. You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments. The total amount of the project can not be changed later.

B. Vendor List - List the vendors that have provided you quotes or estimates for this project.

A. Total estimated project budget is \$276,685. This includes CalFire grant funds in the amount of \$250,285 and City match in the amount of \$26,400. See detailed budget spreadsheet in Attachment D.

B. Vendors Providing Estimates and Quotes: Dudek Associates Consulting, Urban Corps, California Surveying and Drafting

C. Explanation of Budget and Costs - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget (Continued on next page).

Refer to detailed budget included as Attachment D

Greenhouse Gas Reduction Fund Urban and Community Forestry Program - Project Budget

City of National City

Budget Proposal	Description	Cost Basis	Cal Fire Grant Phase	Grant Match	Total
Personnel:					
Salaries	estimated @ 400 hrs (\$85,000/yr)	\$42/hr X 400 hrs.		16800	
Employee Benefits	estimated @ 400 hrs	\$8.50/hr X 400 hrs		3400	
	Subtotal			20200	20,200
Contractors:					
Tree Inventory					
Task 1: Tree Mapping & Assessment	10,000 trees/4,000 vacant spaces	\$2/tree/space	28,000		
Task 2: Tree Data Assessments		40 hrs X \$160/hr	6,400		
Task 3: Tree Estimations		40 hrs. X \$160/hr	6,400		
Task 4: Tree Mgmt. Software (CalFire)	Software license & fixed setup costs		20,000		
	Subtotal		60,800		60,800
Urban Forest Management Plan					
Task 1- Dept & Community Meetings					
Task 1a- kick off meeting/data acquisition					
Task 1b- 4 city meetings					
Task 1c- 2 community outreach meetings					
Task 1d- 4 mid project meetings					
	Subtotal		34,750		34,750
Task 2- UFMF Draft 1					
Task 2a- Urban Forest Sytus					
Task 2b- Tree Management Policies					
Task 2c- Tree Inventory Management					
Task 2d- Tree Maintenance Program					
Task 2e- Tree Selection					
Task 2f- Tree removal and planting					
Task 2g- Stewardship and Community Outreach					
Task 2h- LT Goals and Objectives					
Task 2i- Dept Synergy					
Task 2j- Urban Forest Benefits					
Task 2k- Canopy Coverage Analysis					
Task 2l- Urban Forest Program Funding					
	Subtotal		46,685		46,685
Task 3- UFMF Draft 2					
	Subtotal		9340		9,040

C. Explanation of Budget and Costs - Continued from previous page

Task 4- Perspective Presentation to City Council					
Subtotal			5400		5,400
SMG Emission Tracking & Reporting					
Subtotal	2 yrs of reporting	32 hrs. X \$160	5120		5,120
Tree Policy/Ordinance Development					
Policy & ordinance review and modification		40 hrs. X \$225	9000		
City Meetings	3 meetings	12 hrs. X \$225	2700		
Subtotal			11,700		11,700
Web Based Forest Mgmt system & website update					
Providing comments to City Web Master		24 hrs. X \$225	5400		
Review Web Based Forest Mgmt System		24 hrs. X \$225	5400		
Revisions	4 meetings	16 hrs. X \$225	3600		
Subtotal			14,400		14,400
Travel					
Mileage	75 miles round trip/ 18 mths	1,350 miles X \$6/mile	8100		8100
Supplies	repro, fuel, maps, tapes, ID books, other misc field and office		10000		10000
Equipment	distalogs, field eqpt, etc		7500		7500
Other Direct Costs			25000		25000
Indirect Costs (10%)			18,990	6200	25,190
TOTAL GRANT PROJECT COST			250,285	26,400	276,685
PERCENT OF TOTAL GRANT PROJECT COST			90	10	100

D. Matching Funds - List other funding sources, grants, etc., that will meet grant matching requirements.

Source 1	City of National City	Amount	\$20,200
Description	Employee salaries - \$16,800; Employee benefits - \$3,400 (see Attachment D)		
Source 2		Amount	
Description			
Source 3		Amount	
Description			
Source 4		Amount	
Description			
Matching funds comments			

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT
PROGRAM AS PROVIDED THROUGH THE GREENHOUSE GAS REDUCTION FUND

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, both of which provide funds to the State of California and its political subdivisions for urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the City of National City desires to enter into an agreement with the State of California to carry out an urban forestry project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City:

1. Approved the filing of an application for “State Greenhouse Gas Reduction Funding and/or USDA Forest Service” urban forestry grant program funds;
2. Certifies that the City of National City has or will have sufficient funds to operate and maintain the project;
3. Certifies that funds under the jurisdiction of City Council of the City of National City are available to begin the project;
4. Certifies that the City of National City will expend grant funds prior to December 31, 2019;
5. Appoints the City Manager and City Engineer, as agents of the City Council of the City of National City to conduct all negotiations, execute, and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project;

Approved and adopted the 20th day of October, 2015. I, the undersigned, hereby certify that the foregoing Resolution, number 2015 – _____, was duly adopted by the following roll call vote:

Ayes: _____ Noes: _____ Absent: _____

Michael R. Dalla, City Clerk

Notarized Seal:

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City establishing appropriation of revenues and expenditures, including a General Fund local match in the amount of \$26,400, for an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: | October 20, 2015 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City establishing appropriation of revenues and expenditures, including a General Fund local match in the amount of \$26,400, for an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City.

PREPARED BY: | Kuna Muthusamy |

DEPARTMENT: Engineering/Public Works

PHONE: | 336-4383 |

APPROVED BY:

EXPLANATION:

City of National City has been awarded an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City. There is a required local match for this project in the amount of \$26,400 available through General Fund fund balance.

City Council is required to establish appropriation of revenues and expenditures in order to allow staff to begin work on the project.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

Revenue Account No. 296-06029-3636 - \$250,285

Expenditure Account No. 296-409-500-598-6576 (Urban Forest Management Plan Grant) - \$250,285

Expenditure Account No. 001-409-500-598-6576 (Urban Forest Management Plan local match) - \$26,400

ENVIRONMENTAL REVIEW:

| N/A |

ORDINANCE: | **INTRODUCTION:** ☐ |

FINAL ADOPTION: ☐ |

STAFF RECOMMENDATION:

Adopt the Resolution establishing appropriation of revenues and expenditures for an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award and corresponding local match.

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ESTABLISHING APPROPRIATION OF REVENUES AND EXPENDITURES,
INCLUDING A GENERAL FUND LOCAL MATCH IN THE AMOUNT OF \$26,400,
FOR AN URBAN & COMMUNITY FORESTRY GREENHOUSE GAS REDUCTION
FUND GRANT AWARD IN THE AMOUNT OF \$250,285 THROUGH
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
TO DEVELOP AN URBAN FOREST MANAGEMENT PLAN FOR NATIONAL CITY

WHEREAS, the City of National City has been awarded an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 through the California Department of Forestry and Fire Protection (“CAL FIRE”) to develop an Urban Forest Management Plan (“Plan”) for National City; and

WHEREAS, a local match is required for this Project in the amount of \$26,400, which is available through General Fund fund balance; and

WHEREAS, an appropriation of revenues and expenditures is required in order to allow staff to begin work on the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts the Urban and Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$250,285 through the California Department of Forestry and Fire Protection.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of appropriations and the corresponding revenue budget for said grant funds, including a general fund local match of \$26,400.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the appropriation of \$500,000 from Library Capital Outlay Fund fund balance to corresponding expenditure account for improvements to the National City Public Library. (Engineering/Pub

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: |October 20, 2015|

AGENDA ITEM NO. |

ITEM TITLE:

|Resolution of the City Council of the City of National City authorizing the appropriation of \$500,000 from Library Capital Outlay Fund fund balance to corresponding expenditure account for improvements to the National City Public Library|

PREPARED BY: Stephen Manganiello

DEPARTMENT: |Engineering/Public Works|

PHONE: |(619) 336-4382|

APPROVED BY:

EXPLANATION:

Appropriation of funds is required to award a subsequent contract for improvements to the National City Public Library.

FINANCIAL STATEMENT:

ACCOUNT NO.

Library Capital Outlay

Expenditure Account: 108-409-500-598-1610

APPROVED: Mark R. [Signature] Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

|N/A|

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

|Adopt the Resolution authorizing the appropriation of \$500,000 from Library Capital Outlay Fund to corresponding expenditure account for improvements to the National City Public Library|

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE APPROPRIATION OF \$500,000 FROM THE LIBRARY
CAPITAL OUTLAY FUND FUND BALANCE TO A CORRESPONDING EXPENDITURE
ACCOUNT FOR IMPROVEMENTS TO THE NATIONAL CITY PUBLIC LIBRARY

WHEREAS, the City of National City awarded a contract to M.A. Stevens Construction, Inc., in the amount of \$829,232, with a 15% contingency, for the National City Public Library Improvements Project; and

WHEREAS, to fund the Project, it is necessary to appropriate funds in the amount of \$500,000 from the fund balance of the Library Capital Outlay Fund to a corresponding expenditure amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the appropriation of \$500,000 from the fund balance of the Library Capital Outlay Fund to a corresponding expenditure amount.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract in the not-to-exceed amount of \$829,232.00 to M.A. Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08; 2) authorizing a 15

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: | October 20, 2015 |

AGENDA ITEM NO. |

ITEM TITLE:

|Resolution of the City Council of the City of National City, 1) awarding a contract in the not-to-exceed amount of \$829,232.00 to M.A. Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08; 2) authorizing a 15% contingency in the amount of \$124,384.80 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. |

PREPARED BY: Jose Lopez, Civil Engineering Tech

DEPARTMENT: |Engineering/Public Works|

PHONE: |(619) 336-4312|

APPROVED BY: _____

EXPLANATION:

|See attached. |



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Library Capital Outlay

108-409-500-598-1590: \$145,200.00

108-409-500-598-1610: \$419,371.00

108-409-500-598-8050: \$10,000.00

108-409-500-598-8051: \$25,000.00

Library DIF

325-409-500-598-1610: \$210,000.00

Civic Center Improvements

001-409-500-598-1179: \$19,661.00

ENVIRONMENTAL REVIEW:

|N/A|

ORDINANCE: | **INTRODUCTION:** ☐ | **FINAL ADOPTION:** ☐ |

STAFF RECOMMENDATION:

|Adopt the Resolution awarding a contract in the not-to-exceed amount of \$829,232.00 to M.A. Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08|

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

1. |Explanation
2. |Bid Opening Summary
3. |Three Lowest Bidders Summary
4. |Resolution

EXPLANATION

The National City Public Library Improvements, CIP No. 15-08 includes installation of new composite textile flooring, installation of public safety cameras, improvements and expansion to the building lighting system, new radio-frequency identification book delivery system, six new book shelves, irrigation and landscaping improvements, and architectural concrete improvements. The project also includes installing new composite textile carpeting in the City Council Chambers and Large Conference Room at City Hall.

On September 10, 2015, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On September 14, 2015, the bid solicitation was advertised in local newspapers.

On October 6, 2015, three (3) bids were received electronically on PlanetBids by the 10:00 a.m. deadline. Bid results were available immediately after the 10:00 a.m. deadline. M.A. Stevens Construction, Inc., a National City local contractor, was the apparent low bidder with a total bid amount of \$829,232.00. Upon review of all documents submitted and reference checks, M.A. Stevens Construction, Inc.'s bid is responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Attached are the bid opening results and a summary of the three lowest bidders for your information.

Staff recommends awarding a contract in the not to exceed amount of \$829,232.00 to M.A. Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08, and authorizing a 15% contingency in the amount of \$124,384.80 for unforeseen changes that may arise.



BID OPENING RESULTS

NAME: NATIONAL CITY PUBLIC LIBRARY IMPROVEMENTS PROJECT
CIP NO: 15-08
DATE: Tuesday, October 6, 2015
TIME: 10:00 A.M.
ESTIMATE: \$800,000
PROJECT ENGINEER: Kuna Muthusamy, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA Add. #1, 2	BID SECURITY -CHECK - BOND
1.	M.A. Stevens Construction, Inc. 125 E 17 th Street National City, CA 91950	\$ 829,232	Yes	Bond
2.	Grahovac Construction Company, Inc. 8418 La Mesa Blvd La Mesa, CA 91942	\$ 926,950	Yes	Bond
3.	SWCS, Inc. 11653 Riverside Dr. Ste. 153 Lakeside, CA 92040	\$ 965,224	Yes	Bond

Bid Results for National City Public Library Improvements Project, CIP No. 15-08

				M.A. Stevens Construction, Inc.		Grahovac Construction Company, Inc.		SWCS, Inc.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
National City Public Library Improvements Project-Base Bid									
1	Mobilization/Demobilization	LS	1	\$51,340.00	\$51,340.00	\$145,368.00	\$145,368.00	\$52,936.00	\$52,936.00
2	Library Building Upgrades and Improvements per Plans and Specifications	LS	1	\$585,000.00	\$585,000.00	\$600,500.00	\$600,500.00	\$717,774.00	\$717,774.00
3	Field Orders	AL	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
4	OFCI-Radio Frequency Identification System (RFID) per Appendix #4 and the Plans and Specifications	AL	1	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
5	Art Fence Extension and Art Tiles	AL	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
6	Full Time Security Guard Services During Full Closure Period	LS	1	\$10,000.00	\$10,000.00	\$2,800.00	\$2,800.00	\$18,300.00	\$18,300.00
				Subtotal	\$796,340.00		\$898,668.00		\$939,010.00
Additive Bid 1									
7	Provide and Install Carpeting for City Council Room and Conference Room per Appendix #5 and the Plans and Specifications	LS	1	\$19,661.00	\$19,661.00	\$16,782.00	\$16,782.00	\$13,089.00	\$13,089.00
				Subtotal	\$19,661.00		\$16,782.00		\$13,089.00
Additive Bid 2									
8	Install Owner Furnished CCTV Camera System per Plans and Specifications	LS	1	\$13,231.00	\$13,231.00	\$11,500.00	\$11,500.00	\$13,125.00	\$13,125.00
				Subtotal	\$13,231.00		\$11,500.00		\$13,125.00
				Total	\$829,232.00		\$926,950.00		\$965,224.00

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AWARDING A CONTRACT IN THE NOT-TO-EXCEED AMOUNT OF \$829,232
TO M.A. STEVENS CONSTRUCTION, INC. FOR THE NATIONAL CITY
PUBLIC LIBRARY IMPROVEMENTS PROJECT, AUTHORIZING A 15%
CONTINGENCY IN THE AMOUNT OF \$124,384.80 FOR ANY UNFORESEEN
CHANGES; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, on October 6, 2015, the Engineering Department publicly opened, examined, and declared three (3) sealed bids for the National City Public Library Improvements Project; and

WHEREAS, M.A. Stevens Construction, Inc., was the lowest responsive bidder qualified to perform the work, as described in the project specifications, with a total bid amount of \$829,232; and

WHEREAS, a 15% contingency amount up to \$124,384.80 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for National City Public Library Improvements Project to the lowest responsive, responsible bidder, to wit:

M.A. STEVENS CONSTRUCTION, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$829,232 with M.A. Stevens Construction, Inc., for the National City Public Library Improvements Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 15% contingency amount up to \$124,384.80 for unforeseen changes to the Project.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of Stop Control measures on the west leg of the intersection of E. 9th Street and Harbison Place. (TSC No. 2015-16) (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of Stop Control measures on the west leg of the intersection of E. 9th Street and Harbison Place (TSC No. 2015-16)

PREPARED BY: Kenneth Fernandez, P.E.

PHONE: 619-336-4388

DEPARTMENT: Engineering and Public Works

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of Stop Control on the west leg of the intersection of E. 9th Street and Harbison Place

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install stop control on the west leg of the intersection of E. 9th Street and Harbison Place.

ATTACHMENTS:

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on September 9, 2015 (TSC No. 2015-16)
3. Notice to area residents and property owners
4. Resolution

EXPLANATION

A resident that attended a recent Parks, Recreation, & Senior Citizens Advisory Board (PRAB) meeting expressed concerns regarding lack of traffic control at the intersection of E. 9th Street and Harbison Place. The resident's concerns were forwarded to City Engineering staff.

Staff visited the site and confirmed that while there is no traffic control for this intersection, traffic volumes are very low (less than 300 vehicles per day). Harbison Place runs north-south, while E. 9th Street represents the west leg, minor approach of this "T" intersection. Installing Stop control for the minor approach of low-volume, "T" intersections is appropriate and consistent with standard practices for traffic control. Review of accident history over the past three years indicates that there have been no reported accidents at this location.

Staff also observed that when a vehicle parks on the south side of E. 9th Street at the southwest corner of the intersection, drivers' line-of-sight is obscured when attempting to turn left from Harbison Place onto E. 9th Street.

Staff recommends installation of Stop control for the west leg of E. 9th Street. Installation of 25 feet of red curb "No Parking" is required for all approaches to Stop signs. These actions will prohibit vehicles from parking at the southwest corner of the intersection, thereby improving sight distance for turning vehicles. The red curb will eliminate one on-street parking space in front of the single family residence at 3114 E. 9th Street. This residence has a large driveway and two-car garage.

Additionally, staff recommends striping 50 feet of double-yellow centerline along the west leg of E. 9th Street to better channelize traffic and deter drivers from making U-turns near the intersection.

On September 9, 2015, the Traffic Safety Committee unanimously approved the following staff recommendation to reduce conflicts between turning vehicles and improve sight distance at the intersection of E. 9th Street and Harbison Place:

1. Install Stop control for the west leg of E. 9th Street at Harbison Place.
2. Install 25 feet of red curb "No Parking" on the south side of E. 9th Street approaching Harbison Place. This will result in the loss of one (1) on-street parking space. (Note: There is approximately 17 feet of unpainted curb between the driveway apron of 3114 E. 9th Street and the intersection; since parking is prohibited in front of driveways, the driveway opening will serve to satisfy the remaining no parking zone).
3. Install 50 feet of double-yellow centerline for the west leg of E. 9th Street approaching Harbison Place.

There were no residents present at the Traffic Safety Committee Meeting to speak on this item.

Staff sent letters to area residents and property owners inviting them to attend the City Council Meeting on October 20, 2015.

If approved by City Council, all work will be performed by City Public Works.

Location Map



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 9, 2015**

ITEM NO. 2015-16

ITEM TITLE: REQUEST FOR INSTALLATION OF STOP CONTROL ON THE WEST LEG OF THE E. 9TH STREET AND HARBISON PLACE INTERSECTION (BY CITY ENGINEERING ON BEHALF OF RESIDENTS)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

City Engineering Staff was requested to perform a stop control study on behalf of surrounding residents domiciled on the Harbison Place/Harbison Way/E 9th Street, and Rachael Avenue subdivision. Specifically, it was requested that Staff investigate the intersection of E. 9th Street and Harbison Place in order to improve sight distance for drivers attempting to turn onto E 9th Street from Harbison Place. Staff visited the site and noticed that there is no traffic control for the intersection. Staff then contacted NCPD and verified that there are no reported accidents at the intersection as of 2012. Based on observed traffic volumes and geometry, E 9th Street would be considered a minor approach and would be a candidate for Stop control. E. 8th Street does not continue through to the east ("T" intersection). Staff also observed that a vehicle parked on the south side of E 9th Street at the southwest corner of the intersection obscures drivers' line-of-sight when northbound vehicles on Harbison Place (from the cul-de-sac) attempt to make a left turn onto E. 9th Street.

Staff recommends installation of Stop control for eastbound E. 9th Street. With this proposed Stop control, 25 feet of red curb "No Parking" is automatically required on the south side of E 9th Street from the intersection to improve sight distance for drivers attempting to exit Harbison Place. Additionally, Staff recommends striping 50 feet of double-yellow centerline to better channelize drivers and deter eastbound to westbound U-turns near the intersection.

STAFF RECOMMENDATION:

Staff recommends the following traffic safety enhancements to improve sight distance at the intersection of E 9th Street and Harbison Place:

1. Install 25 feet of red curb "No Parking" on the south side of E 9th Street at Harbison Place. (Note: There is only approximately 17 feet of unpainted curb between the driveway apron and beginning of curb radius (BCR) or southwest pedestrian ramp.) This will result in the loss of one (1) on-street parking space.
2. Install Stop control for eastbound E. 9th Street.
3. Install 50 westerly feet of double-yellow centerline for westbound E. 9th Street from the new Stop bar.

EXHIBITS:

1. Accident History Report
2. Location Map
3. Photos

Location Map





**Proposed location for 1) 17' red curb "No Parking", 2) Stop Control, and 3) 50' double yellow line
Red curb on E 9th Street (looking east)**



**Proposed location for 1) 17' red curb "No Parking", 2) Stop Control, and 3) 50' double yellow line
Red curb on E 9th Street (across the street looking south)**



**Proposed location for 1) 17' red curb "No Parking", 2) Stop Control, and 3) 50' double yellow line
Red curb on E 9th Street (approaching intersection; looking north)**



**Proposed location for 1) 17' red curb "No Parking", 2) Stop Control, and 3) 50' double yellow line
Red curb on E 9th Street (approaching intersection; looking south)**



October 7, 2015

Resident(s)/Property Owner(s)
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-16

REQUEST FOR INSTALLATION OF STOP CONTROL ON THE WEST
LEG OF THE E. 9TH STREET AND HARBISON PLACE INTERSECTION

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, September 9, 2015, (See attached location map).

This item will now be presented to the City Council of the City of National City on **Tuesday, October 20, 2015, at 6:00 P.M.** The meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-16.

Sincerely,

Stephen Manganiello
City Engineer

SM:kf

2015-16

Location Map



Ira Harbison
Elementary School

Proposed 17' Red Curb "No Parking",
R1-1 Stop Sign, & 50' double yellow
line per TSC 2015-16
(Loss of 1 On-Street Parking Space)



RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF STOP CONTROL MEASURES ON
THE WEST LEG OF THE INTERSECTION OF EAST 9TH STREET AND HARBISON PLACE

WHEREAS, a National City resident who attended a recent Parks, Recreation, and Senior Citizens Advisory Board (“PRAB”) meeting expressed concerns regarding the lack of traffic control at the intersection of East 9th Street and Harbison Place; and

WHEREAS, staff visited the site and confirmed that there is no traffic control for this intersection and traffic volumes are very low (less than 300 vehicles per day; and

WHEREAS, staff recommends installing Stop control measures for the minor approach of low-volume, “T” intersections, which is appropriate and consistent with standard practices for traffic control; and

WHEREAS, staff also observed that when a vehicle parks on the south side of East 9th Street at the southwest corner of the intersection, drivers’ line-of-sight is obscured when attempting to turn left from Harbison Place onto East 9th Street; and

WHEREAS, staff recommends installing Stop control measures for the west leg of East 9th Street and 25 feet of red curb “No Parking” to prohibit vehicles from parking at the southwest corner of the intersection, thereby improving sight distance for turning vehicles; and

WHEREAS, staff also recommends striping 50 feet of double-yellow centerline along the west leg of East 9th Street to better channelize traffic and deter drivers from making U-turns near the intersection; and

WHEREAS, on September 9, 2015, the Traffic Safety Committee unanimously approved the following staff recommendation to reduce conflicts between turning vehicles and improve sight distance at the intersection of East 9th Street and Harbison Place:

1. Install Stop control measures for the west leg of East 9th Street at Harbison Place;
2. Install 25 feet of red curb “No Parking” on the south side of East 9th Street approaching Harbison Place, which will result in the loss of one (1) on-street parking space; and
3. Install 50 feet of double-yellow centerline for the west leg of East 9th Street approaching Harbison Place.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of the following:

1. Stop control measures for the west leg of East 9th Street at Harbison Place;
2. 25 feet of red curb “No Parking” on the south side of East 9th Street approaching Harbison Place, which will result in the loss of one (1) on-street parking space; and
3. 50 feet of double-yellow centerline for the west leg of East 9th Street approaching Harbison Place.

PASSED and ADOPTED this 20th day of October, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for an adult day health care facility at 1035 Harbison Avenue (Applicant: Horizons Adult Day Health) (Case File 2015-16 CUP) *Related to Items 19 & 20* (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for an adult day health care facility at 1035 Harbison Avenue (Applicant: Horizons Adult Day Health) (Case File 2015-16 CUP) *related to items 19 & 20*

PREPARED BY:  Martin Reeder, AICP

DEPARTMENT: Planning

PHONE: 336-4313 |

APPROVED BY: 

EXPLANATION:

The project location is the Sav-A-Lot shopping center located on the east side of South Harbison Avenue, south of 8th Street. The specific site is the former Sav-A-Lot space, which is currently vacant. The applicant (Horizons Adult Day Health), currently of 1415 East 8th Street, has outgrown their facility and wishes to relocate to the subject site. Horizons provides services for physically and/or cognitively impaired adults (therapy, nutrition transportation, etc.). Horizons is concurrently processing a Municipal Code Amendment to add this use to Chapter 18.24.050 (Allowed Land Uses Mixed-Use Zones) Land Use) of Title 18 (Zoning). This Conditional Use Permit, if approved, would not be effective unless the Code Amendment is also approved.

The Planning Commission held a public hearing on the item on October 5, 2015. Questions were raised regarding noticing, conditions, parking of vehicles, and business operations. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail. |

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15301 (Existing Facilities)

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed. |

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use and Planned Development Permits.
Ayes: Alvarado, Baca, DeLaPaz, Flores, Garcia, Yamane Absent: Bush

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Location Map | 3. Resolution No. 2015-20 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

1035 HARBISON AVE. - HORIZONS ADHC



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey or zoning verification.

1 inch = 107 feet
9/23/2015



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING - CONDITIONAL USE PERMIT FOR AN
ADULT DAY HEALTH CARE FACILITY AT 1035
HARBISON AVENUE.

Case File No.: 2015-16 CUP

Property Location: 1035 South Harbison Avenue

Assessor's Parcel No.: 558-030-30

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Marina Murashova for Horizons Adult Day Health

Zoning designation: Minor Mixed-Use District (MXD-1)

Adjacent land use/zoning:

North: Single-family residential / RS-2

East: Single-family residential / RS-2

South: Gas station / MXD-1

West: Single-family residential across Harbison / RS-2

Environmental review: Categorical Exemption. Class 1, Section 15301 (Existing
Facilities)

Staff recommendation: Approve

BACKGROUND

Site Characteristics

The project site is a 1.76-acre property located on the east side of South Harbison Avenue. The lot is part of several parcels that make up a shopping center that house Texas Liquor, a dentist, church, laundromat, and (formerly) Sav-A-Lot. The project site is the former Sav-A-Lot building, which is currently vacant. The property is zoned as MXD-1 (Minor Mixed-Use District).

The applicant is Horizons Adult Day Care Health, which has operated an Adult Day Health Center at 1415 East 8th Street since 2001. The existing facility has a Conditional Use Permit (CUP) for the use, which was issued in the year 2000. The applicant has outgrown their facility and is looking to relocate to a larger building. The project site is large enough to accommodate the growing business, but is not zoned for such a use.

A Code Amendment associated with this CUP is also on the agenda and would need to be processed prior to this CUP taking effect (should the CUP be granted).

Proposal

Horizons Adult Day Health Care Center is a Community Based Adult Services program. It is designed for physically and/or cognitively impaired adults to provide a structured day program which includes nursing, restorative therapies such as physical, occupational and speech therapies, social services, transportation and meals in a warm, caring and secure environment.

Available services include:

- Pre-screening; Assessment
- Medical review
- Nursing services: A registered nurse is on-site daily to evaluate and provide medical and nursing care needs
- Personal Care Assistant: includes help with walking, grooming, dressing, toileting and eating
- Therapeutic Activities: designed to stimulate, educate and entertain participants
- Social Worker: Available to help participants locate needed services and to provide counseling to the participant and their family
- Restorative Therapy: Including Occupational, Speech and Physical Therapies
- Nutritional Services
- Transportation Services
- Psychiatric/Psychological Services
- Nutritious hot meals and snacks served daily

The proposed hours of operations for Horizons would be 8 a.m. to 5 p.m. Monday to Friday.

Analysis

Concerns related to adult day health care facilities are generally related to the parking and operation of transportation vehicles, as well as employee parking. Horizons currently utilizes 8 transportation vans and has a staff of 45 employees. The existing facility has limited parking, which forces a lot of parking onto the street.

The proposed location has a large parking lot originally intended for the supermarket, which Horizons would replace. The shopping center has over 100 parking spaces, 83 of which are on the subject property. The applicant has stated that staffing would likely increase to around 55 people, and the number of transportation vans to 10 or 11.

General Plan Conformance

There is one goal and one policy in the General that would be applicable in this case. Goal HEJ-6 of the Health and Environmental Justice section of the General Plan states as follows:

- **Goal HEJ-6:** Convenient and accessible health services that meet the needs of the community.

With the increasing number of the aging people in California (6% increase between 1998 and 2050¹), services will need to be commensurate with this increase. The proposed amendment would allow for more of such services (subject to a CUP) and would be consistent with this goal. The applicable General Plan Policy states as follows:

- **Policy HEJ-6.1:** Encourage a range of health services in locations that are convenient and accessible (walkable) to the community.

The project location is convenient both from a public and private transportation perspective; the site is within two blocks of two local bus routes (962 and 968), and Horizons offers pick up and transportation services as part of services offered. In addition, the site is within walking distance of a heavily residential portion of the City. Therefore, the proposal is consistent with this Policy.

Land Use Code Conformance

With the associated Municipal Code Amendment, the proposed facility would be consistent with the Land Use Code, subject to a CUP, in the MXD-1 zone. The site is adequate in size and shape, as the property is developed as a shopping center and the largest suite on the site is vacant. Because the proposed use would be within an existing building, which can accommodate the use without the need for expansion, there are no

¹ Public Policy Institute of California (<http://www.ppic.org/main/pressrelease.asp?i=318>)

impacts expected because of the use itself. Analysis of parking and traffic is outlined below.

Traffic

The project has sufficient access to streets adequate to handle traffic from the project. The site has access to two collector streets (8th Street and Harbison Avenue) and one arterial street (Plaza Blvd.). All three streets are currently operating below capacity and at a passing Level of Service. The previous use (neighborhood shopping center) generated approximately 120 average daily trips (ADT) per 1,000 square feet², while the proposed use would generate less than 50 ADT per 1,000 square feet (the nearest equivalent use is medical office, which would still typically generate more traffic than the proposed use – traffic for ADHC is transportation only, not clientele).

Parking

Parking is required for shopping centers with multiple tenants at a rate of 1 space per 200 square feet of floor area. As the center would still be considered a multi-tenant shopping center, no increase in parking would be necessary. The nearest equivalent use (if this was being considered as primary use) would be medical office, which only requires 1 space per 300 square feet of floor area. Therefore, no impacts on parking are expected. However, a condition has been included to ensure that all transportation vans, or other vehicles, utilize a single parking space in order to preserve parking space availability.

CEQA

The project is Categorically Exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 Section 15301. This section allows for conversion of existing facilities. The shopping center has been developed at this location for many years, and the only development proposed as part of this project would be the tenant improvement of an existing commercial space. The proposed use generates less traffic than the previous use; therefore, no impacts are expected.

Summary

The proposed use is consistent with the General Plan and with the Land Use Code, subject to a CUP. The business has outgrown its current facilities and needs to relocate in order to expand and to avoid impacts to its current location. The shopping center property will allow for expansion and has ample area for employee and transportation van parking.

If the Planning Commission elects to approve the CUP, it would go on to the City Council as a Notice of Decision along with the Code Amendment, which would require an additional public hearing.

² Brief Guide of Traffic Generation Rates for the San Diego Region (SANDAG)

OPTIONS

1. Approve 2015-16 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2015-16 CUP based on findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings for Approval
2. Recommended Conditions of Approval
3. Location Map
4. Notice of Exemption
5. Public Hearing Notice (Sent to 35 property owners and occupants)
6. Site Photos
7. Project Narrative
8. Applicant's Plans (Exhibit A, Case File No. 2015-16 A, CUP dated 9/17/2015)



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL
OF THE CONDITIONAL USE PERMIT
2015-16 CUP – 1035 Harbison Ave.

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, since an adult day health care facility will be a conditionally-permitted use in the Minor Mixed-Use District zone once the associated Code Amendment has been processed – a requirement of approval of this Conditional Use Permit.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since providing convenient and accessible health services is encouraged by Goal HEJ-6, and since the facility is accessible by public and private transit, which is consistent with Policy HEJ-6.1. Furthermore, there are no Specific Plans in the area.
3. That the site for the proposed use is adequate in size and shape, since the proposed use would be undertaken within an existing building, which can accommodate the use without the need for expansion.
4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the site has access to two collector streets (8th Street and Harbison Avenue) and one arterial street (Plaza Blvd.), all three of which are currently operating below capacity and at a passing Level of Service.
5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the use will occur within an existing building, and since traffic and parking needs are less than the previously-approved use.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The only development proposed as part of this project would be the tenant improvement of an existing commercial space and traffic and parking needs are less than the previously-approved use.

RECOMMENDED CONDITIONS OF APPROVAL

2015-16 A, CUP – 1035 Harbison Ave.

General

1. The Conditional Use Permit shall not be considered valid, nor construction plans accepted for an adult day health care facility, until the associated Municipal Code Amendment has been approved.
2. This Conditional Use Permit authorizes an adult day health care facility to be located at 1035 Harbison Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2015-16 A, CUP dated 9/17/2015.
3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk** and submitted to the National City Planning Department.
4. This Conditional Use Permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of the permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate said permit.** The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Building

6. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy and Codes.

Fire

7. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).

Planning

8. All transportation vans, or other transport vehicles used in conjunction with the business, shall utilize a single parking space in order to preserve parking space availability. No parking in aisles or in more than one parking space at a time may occur.

9. Patients or clients of the adult day health center shall not be permitted to stay at the facility overnight.
10. The premises shall be licensed by the State of California prior to conducting business.



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: County Clerk
County of San Diego
P.O. Box 1750
1600 Pacific Highway, Room 260
San Diego, CA 92112

Project Title: 2015-16 CUP

Project Location: 1035 South Harbison Avenue, National City, CA, APN: 558-030-30

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for an adult day health care facility at an existing commercial shopping center. The applicant provides community-based adult services programs for physically and/or cognitively impaired adults.

Applicant:

Horizons Adult Day Health.
c/o: Marina Murashova
1415 East 8th Street
National City, CA 91950

Telephone Number:

(619) 797-5933

Exempt Status:

☒ **Categorical Exemption. Class 1 Section 15301 (Existing Facilities)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment since the shopping center has been developed at this location for many years, and the only development proposed as part of this project would be the tenant improvement of an existing commercial space. In addition, the proposed use generates less traffic than the previous use.

Date:

MARTIN REEDER, AICP
Principal Planner



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

AN AMENDMENT TO TITLE 18 (ZONING) CHAPTER 18.24.050
OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO
ALLOWED USES IN THE MIXED-USE ZONES AND A
CONDITIONAL USE PERMIT FOR AN ADULT DAY HEALTH CARE FACILITY
AT 1035 HARBISON AVENUE.
CASE FILE NO: 2015-07 A
APN: 558-030-30

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, October 5, 2015**, in the City Council Chambers, 1243 National City Blvd., National City, California on a proposed request (Horizons Adult Day Health).

The applicant proposes to add "Adult Day Health Care Facility" as a conditionally-allowed use in the Major Mixed-Use District (MXD-2) zone, in order to convert an existing commercial suite to an adult day health care facility. A Conditional Use Permit is being submitted concurrently with the proposed Code Amendment.

Members of the public are invited to comment. Any person interested in this matter may appear at the above time and place and be heard. Written comments should be received by the Planning Department on or before 12 p.m., **October 5, 2015**. Planning Department staff may be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the public hearing entity conducting the hearing at, or prior to, the public hearing.

PLANNING DEPARTMENT

For BRAD RAULSTON
Executive Director

Horizons Adult Day Health Care Center (CBAS)

Horizons Adult Day Health Care Center is a Community Based Adult Services program. It is designed for physically and/or cognitively impaired adults to provide a structured day program which includes nursing, restorative therapies such as physical, occupational and speech therapies, social services, transportation and meals in a warm, caring and secure environment. This program is individualized for each person, based on his or her individual needs and plan of care.

Independence, self-expression and being part of a group helps adults who may be isolated by illness, disability, or loss; maintain a positive orientation to life. By focusing on maintenance of physical and mental health, Horizons ADHC enables the participation to maintain as high a level of functioning as possible thereby allowing them to remain in their homes and communities as opposed to being institutionalized.

Caring for a loved one with a debilitating disease such as Alzheimer's Disease, Stroke, or Parkinson's Disease requiring constant attention and supervision is exhausting. Using Horizons to supplement the care you give at home allows the family caregiver time to work and provide support for their family while still being able to care for their loved one at home as long as medically, socially, and economically feasible.

Horizons ADHC is a Child and Adult Care Food Program site (CACFP). The program is available to all qualified participants enrolled at the center at no charge. The program is also offered to anyone in the community who meets the eligibility requirements without regard to race, color, national origin, age, sex, handicap or economic status.

Available Services Include:

Pre-screening

Assessment

Medical review

Nursing services: A registered nurse is on-site daily to evaluate and provide medical and nursing care needs

Personal Care Assistant: includes help with walking, grooming, dressing, toileting and eating

Therapeutic Activities: designed to stimulate, educate and entertain participants

Social Worker: Available to help participants locate needed services and to provide counseling to the participant and their family

Restorative Therapy: Including Occupational, Speech and Physical Therapies

Nutritional Services

Transportation Services

Psychiatric/Psychological Services

Nutritious hot meals and snacks served daily

Operations: Monday-Friday 8:00 AM – 5:00 PM

Closed on New Year's Day, Thanksgiving and Christmas



Shopping center looking northeast



Subject suite looking east

RESOLUTION NO. 2015-20

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT FOR AN
ADULT DAY HEALTH CARE FACILITY AT 1035 HARBISON AVENUE.
APPLICANT: HORIZONS ADULT DAY HEALTH.
CASE FILE NO. 2015-16 CUP
APN: 558-030-30**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for an adult day health care facility at 1035 Harbison Avenue at a duly advertised public hearings held on October 5, 2015, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-16 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on October 5, 2015, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, since an adult day health care facility will be a conditionally-permitted use in the Minor Mixed-Use District zone once the associated Code Amendment has been processed – a requirement of approval of this Conditional Use Permit.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since providing convenient and accessible health services is encouraged by Goal HEJ-6, and since the facility is accessible by public and private transit, which is consistent with Policy HEJ-6.1. Furthermore, there are no Specific Plans in the area.
3. That the site for the proposed use is adequate in size and shape, since the proposed use would be undertaken within an existing building, which can accommodate the use without the need for expansion.

4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the site has access to two collector streets (8th Street and Harbison Avenue) and one arterial street (Plaza Blvd.), all three of which are currently operating below capacity and at a passing Level of Service.
5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the use will occur within an existing building, and since traffic and parking needs are less than the previously-approved use.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The only development proposed as part of this project would be the tenant improvement of an existing commercial space and traffic and parking needs are less than the previously-approved use.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. The Conditional Use Permit shall not be considered valid, nor construction plans accepted for an adult day health care facility, until the associated Municipal Code Amendment has been approved.
2. This Conditional Use Permit authorizes an adult day health care facility to be located at 1035 Harbison Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2015-16 A, CUP dated 9/17/2015.
3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.**
4. This Conditional Use Permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of the permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate said permit.** The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The

Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Building

6. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy and Codes.

Fire

7. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).

Planning

8. All transportation vans, or other transport vehicles used in conjunction with the business, shall utilize a single parking space in order to preserve parking space availability. No parking in aisles or in more than one parking space at a time may occur.
9. Patients or clients of the adult day health center shall not be permitted to stay at the facility overnight.
10. The premises shall be licensed by the State of California prior to conducting business.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 5, 2015, by the following vote:

AYES: Garcia, Baca, Alvarada, Flores, Dela Paz, Yamane

NAYS: None

ABSENT: Bush

ABSTAIN: None


CHAIRPERSON

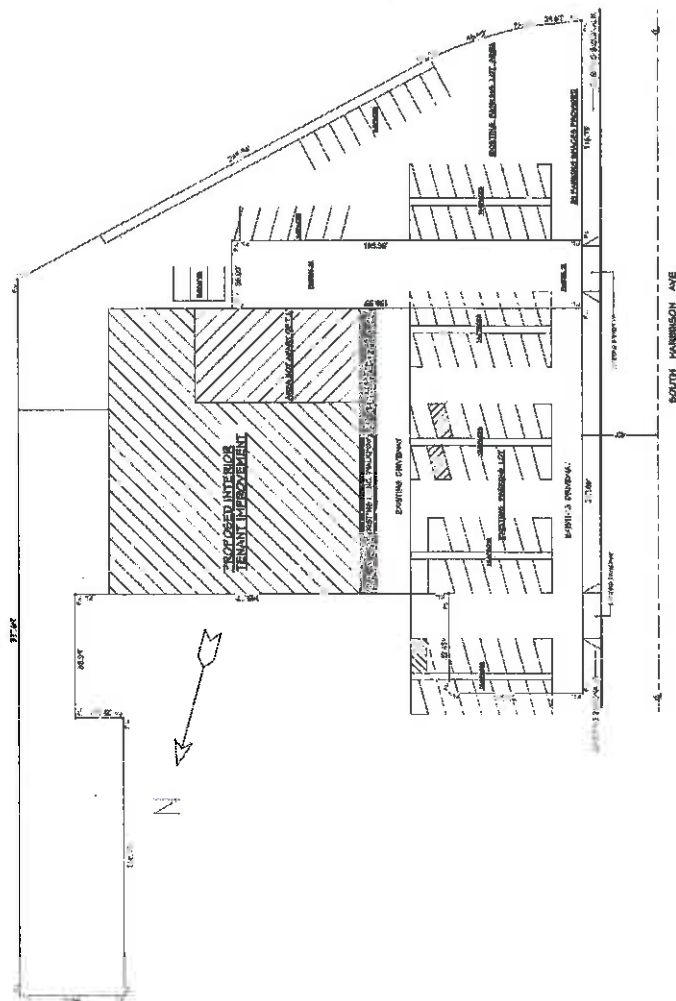
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PROPOSED TENANT IMPROVEMENT
FOR
HORIZONS ADULT DAY HEALTH CARE

~~CONFIDENTIAL~~

5-72E: 14633 SOUTH HARRISON AVE.
 MINNEAPOLIS, MN 55426
 OWNER: HORIZONS ADULT DAY HEALTH CARE
 14111 EAST 8TH STREET, SUITE 205
 MINNEAPOLIS, MN 55426
 612-944-1025
 DESIGNER: HUNTER HURLEY BUILDING DESIGN
 14833 CHERRY ST.
 MINNEAPOLIS, MN 55426
 612-944-2673
 CONTRACTOR: KOWNE BUILDERS
 PROJECT NAME: PROPOSED INTERIOR TENANT IMPROVEMENT, PROPOSE TO
 CONVERT A RETAIL SITE INTO A ADULT DAY HEALTH CARE
 FACILITY
 PROPOSED TENANT IMPROVEMENT AREA 15,000 SQ. FT.,
 30 PARKING SPACES PROVIDED
 LEGAL: MAP 11321, PARCELS 20, HARRISON VILLAGE
 A.P.N. 555-033-30

EXHIBIT: **A**
CASE FILE NO.: 2015-16 A, up
DATE: 9/17/15



SITE PLAN
SCALE: 1" = 30'-0"

JON HURLEY
BUILDING DESIGN
 619-248-2673
 jonhurley55@gmail.com

PROPOSED TENANT IMPROVEMENT
FOR
HORIZONS ADULT DAY HEALTH CARE

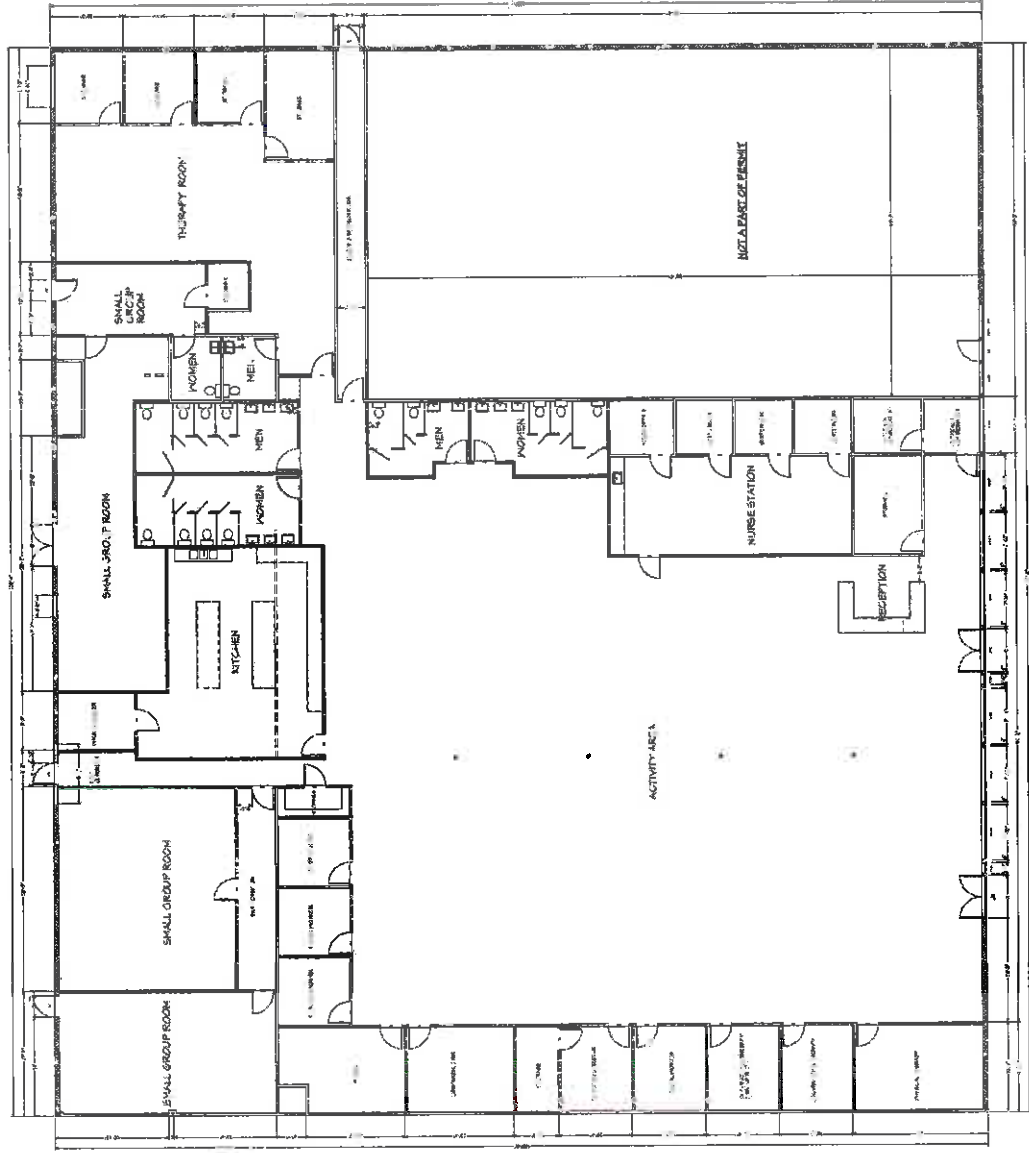
CONTRACTOR

DESIGN BY:
 JON HURLEY

9/7/2015

PROPOSED INTERIOR FRAME PARTITION
 PROPOSED EXTERIOR FRAME WALL
 EXISTING MASONRY WALL
 EXISTING INTERIOR PARTITION

FLOOR PLAN
 SCALE 1/8" = 1'-0"



THE OWNER'S RESPONSIBILITY TO FIELD VERIFY THE DRAWINGS AND BEGIN CONSTRUCTION PRIOR TO STARTING CONSTRUCTION. IF THE OWNER FAILS TO FIELD VERIFY THE DRAWINGS WITH ALL CITY, COUNTY AND BEGINS CONSTRUCTION PRIOR TO STARTING CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING OR TO THE PUBLIC. THE OWNER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING OR TO THE PUBLIC. THE OWNER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING OR TO THE PUBLIC.

THE OWNER'S RESPONSIBILITY TO FIELD VERIFY ALL INFORMATION PRIOR TO STARTING CONSTRUCTION. IF THE OWNER FAILS TO FIELD VERIFY, IT IS THE OWNER'S RESPONSIBILITY TO FIELD VERIFY THE INFORMATION PRIOR TO STARTING CONSTRUCTION. THE OWNER SHALL BE RESPONSIBLE FOR THE INFORMATION BEING CORRECT AND APPLICABLE TO THE PROJECT. THE OWNER SHALL BE RESPONSIBLE FOR THE INFORMATION BEING CORRECT AND APPLICABLE TO THE PROJECT. THE OWNER SHALL BE RESPONSIBLE FOR THE INFORMATION BEING CORRECT AND APPLICABLE TO THE PROJECT.

A-3

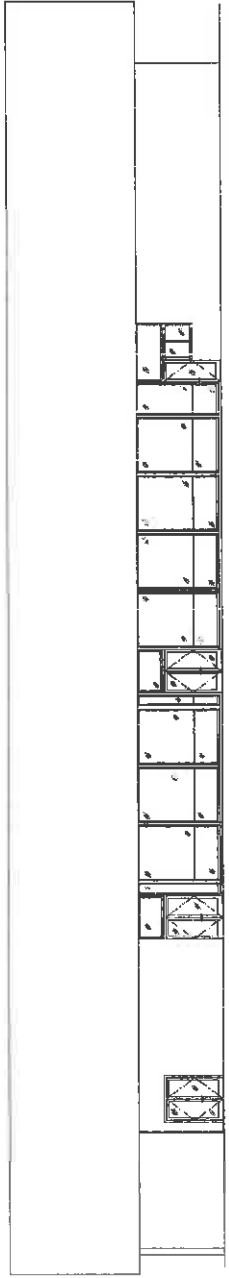
JON HURLEY
BUILDING DESIGN
619-248-2673
jonhurley55@gmail.com

PROJECT INFO:
PROPOSED TENANT IMPROVEMENT
FOR
HORIZONS ADULT DAY HEALTH CARE

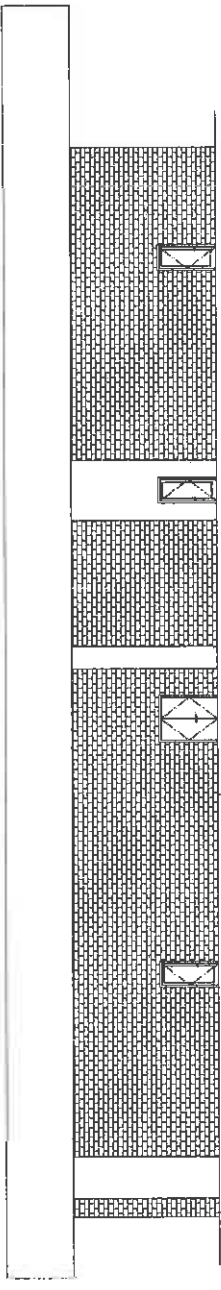
CONTRACTOR:

DESIGN BY:
JON HURLEY
9/17/2015

FRONT ELEVATION
SCALE 1/8" = 1'-0"



REAR ELEVATION
SCALE 1/8" = 1'-0"



The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility located at 205 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2015-02 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility located at 205 Highland Avenue (Applicant: Verizon Wireless) (Case File 2015-02 CUP)

PREPARED BY: ^{MR} Martin Reeder, AICP

DEPARTMENT: Planning

PHONE: 336-4313

APPROVED BY: 

EXPLANATION:

The project site is a strip shopping center located at the southeast corner of Highland Avenue and East 2nd Street. The property is developed with an "L"-shaped building and parking lot, which is accessible from East 2nd Street. There are two storage structures behind the main building. The applicant proposes to install twelve antennas, operating equipment, and a backup generator. Eight antennas and the associated equipment will be within the existing storage structures, which will be rebuilt and increased in height to 25 feet. The other four antennas will be within a new roof element at the southwest corner of the building, which matches the extended storage building. Both elements would be stucco-covered to match the building. The antennas would not be visible from adjacent properties.

Planning Commission conducted a public hearing on October 5, 2015. Commissioners asked questions regarding design, maintenance, and tenant notification. The Commission voted to approve the Conditional Use Permit based on attached findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. _____

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.
Ayes: Alvarado, Baca, DeLaPaz, Flores, Garcia, Yamane Absent: Bush

ATTACHMENTS:

- | | |
|-------------------------------------|--|
| 1. Location Map | 4. Reduced Plans |
| 2. Planning Commission Staff Report | 5. Photo simulations and coverage maps |
| 3. Resolution No. 2015-18 | |

205 HIGHLAND AVE. - VERIZON WIRELESS



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey or zoning verification.

1 inch = 65 feet
9/23/2015



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR A
WIRELESS COMMUNICATIONS FACILITY LOCATED AT
205 HIGHLAND AVENUE.

Case File No.: 2015-02 CUP

Location: Southeast corner of Highland Avenue and East 2nd Street

Assessor's Parcel No.: 556-180-01

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Verizon Wireless

Property owner: Stephen F. and Katherine J. Salmons

Zoning designation: Minor Mixed-Use Corridor (MXC-1)

Adjacent land use/zoning:

North: Strip commercial across East 2nd Street / MXC-1

East: Single-family residential / RS-2

South: Foodland Mercado / MXC-1

West: Car wash across Highland Avenue / MXC-1

Environmental review: Categorically Exempt pursuant to Class 3 Section 15303
(New Construction or Conversion of small structures)

Staff recommendation: Approve

BACKGROUND

Site Characteristics

The project site is located in the southeast corner of Highland Avenue and East 2nd Street in the Minor Mixed-Use Corridor (MXC-1) zone. The 23,000 ± square-foot property is developed with a 12,000 ± square-foot commercial center that fronts on the east side of Highland Avenue. There is a parking lot located behind the “L”-shaped building, which is accessible from East 2nd Street. There are also some storage buildings in the parking lot, which are attached to the rear part of the building.

Proposed Use

The applicant is proposing to install twelve panel antennas and a four-foot diameter microwave dish, along with the associated operating equipment and a backup generator. Eight antennas and the associated equipment will be within a structure behind the center on the north side of the property. The structure will replace an existing storage building, but will be extended to a height of 25 feet. The other four antennas will be within a new roof element at the southwest corner of the building, which matches the extended storage building. Both elements would be stucco-covered. A CMU generator enclosure is proposed that would replace a storage building directly south of the section containing the eight antennas. The generator would be for backup purposes only and would be exercised for 15 minutes once a month for testing purposes.

Analysis

The proposed use is consistent with General Plan policy, since Policy E-3.3 (Education and Public Participation) of the General Plan aims to increase access to wireless internet connections, computers, and other forms of communication technology. The proposal is also consistent with the Land Use Code, since wireless communications facilities are a conditionally-allowed use in the Minor Mixed-Use Corridor zone.

Consistent with City policy, the proposed facility will not be highly visible to the observer, since the antennas will be screened behind RF-transparent screening, which would be stucco-covered to match the building that it would be part of. (RF=radio frequency). Exhibit C shows the proposed facility in a photo simulation. The antennas and equipment would practically be invisible to adjacent properties.

The structures that would enclose the equipment either exist (and would be replaced) or would be on top of the existing commercial building. Therefore, the proposal will not increase the footprint of that building, thus not affecting parking or access to the property. The applicant has stated that only one maintenance trip is expected every 4-6 weeks. Periodic maintenance would include running the emergency backup generator for 15 minutes on an approximate monthly basis. The generator is proposed within a CMU block enclosure; therefore, noise is not as much of a factor. However, a Condition of Approval

has been added to ensure that all activities comply with Title 12 (Noise) of the Municipal Code. Conditions also include graffiti protection of the block wall.

The site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use. Highland Avenue in this location is an arterial street with a capacity of 30,000 ADT (Average Daily Trips) in this location. The segment currently generates 14,100 ADT and operates at a Level of Service (LOS) of C; the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on area traffic patterns.

The proposed facility is designed to address an area of weak or no service in the Verizon Wireless network. There are no other co-location opportunities in this area. The antennas would provide coverage to the northwest, east, and southeast, which encompasses the area between Division Street and East 4th Street west to Interstate 5 and east to Interstate 805.

The eight-foot tall antennas would be located at an elevation of 20-25 feet above the ground, which is higher than all buildings adjacent in the area. The antennas would have clear reception and transmission in the proposed directions (NE, E, SE). Nearby land uses in these directions are commercial, residential, and commercial respectively. However, the antennas are positioned in such a way as to be directed above any nearby sensitive uses. Although there are such land uses in the vicinity, it should be mentioned that, per the 1996 Telecommunications Act, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval (No. 17) is included requiring these permits.

California Environmental Quality Act (CEQA)

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. This section also includes accessory (appurtenant) structures. The proposal would be consistent with this description.

Comments were received from the Building and Engineering Departments and require compliance with the California Building Code (Building) and stormwater codes

(Engineering). Standard Conditions of Approval for wireless facilities are also included, requiring compliance with applicable codes, all necessary state/local/federal permits, and that any external equipment is painted to match the surface on which it is mounted.

Summary

The proposed project is consistent with the Land Use Code in that it meets all applicable design requirements for wireless communication facilities. The project is considered 'stealth' and blends in with nearby development. The antennas and equipment would be completely screened and would thus be practically invisible from adjacent properties. The new facility will help to provide coverage in an area with limited service and provide additional reception for Verizon Wireless customers.

OPTIONS

1. Approve 2015-02 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2015-02 CUP based on findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings for Approval
2. Recommended Conditions
3. Location Map
4. Nearby Wireless Facilities Map
5. Coverage Maps
6. Public Hearing Notice (Sent to 123 property owners)
7. Notice of Exemption
8. Applicant's Plans (Exhibits B and C, Case File No. 2015-02 CUP, dated 7/20/2015)



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL

2015-02 CUP – 205 Highland Avenue.

1. That the proposed use is allowable within the applicable zoning district pursuant to a conditional use permit and complies with all other applicable provisions of the Land Use Code, since a wireless communications facility is a conditionally-permitted use in the Minor Mixed-Use Corridor zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since Policy E-3.3 of the General Plan is to increase access to wireless internet connections, computers, and other forms of communication technology; and since wireless communications facilities are a conditionally-allowed use in the Minor Mixed-Use Corridor zone.
3. That the site for the proposed use is adequate in size and shape, since the proposed antennas and associated equipment are to be incorporated into an existing building and will not increase the footprint of that building, thus not affecting parking or access.
4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on the adjacent developed streets.
5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the 12 antennas will be screened within an existing building, and as such will not be visible from adjacent properties.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The proposal is a new facility that includes the installation of new equipment and facilities in a small structure, including the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

RECOMMENDED CONDITIONS OF APPROVAL

2015-02 CUP – 205 Highland Avenue.

General

1. This *Conditional Use Permit* authorizes a wireless communications facility at 205 Highland Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits B and C, Case File No. 2015-02 CUP, dated 7/20/2015. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy and Codes.
6. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.
7. Television cable companies shall be notified a minimum of 48 hours prior to filling of cable trenches.
8. Exterior walls of accessible poles/walls to a height of not less than six feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.

Fire

9. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
10. Emergency Generator Shutdown procedures shall be posted in a conspicuous area on the exterior of the emergency generator enclosure. The sign shall be clearly visible from the public right-of-way. If the power source is inside a building and cannot be seen from the public right-of-way, a sign shall be placed in a position that can be easily seen by emergency personnel on foot.
11. A 704 emergency placard shall be posted at the site. The Sign shall be clearly visible from the public right-of-way.
12. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.

Engineering

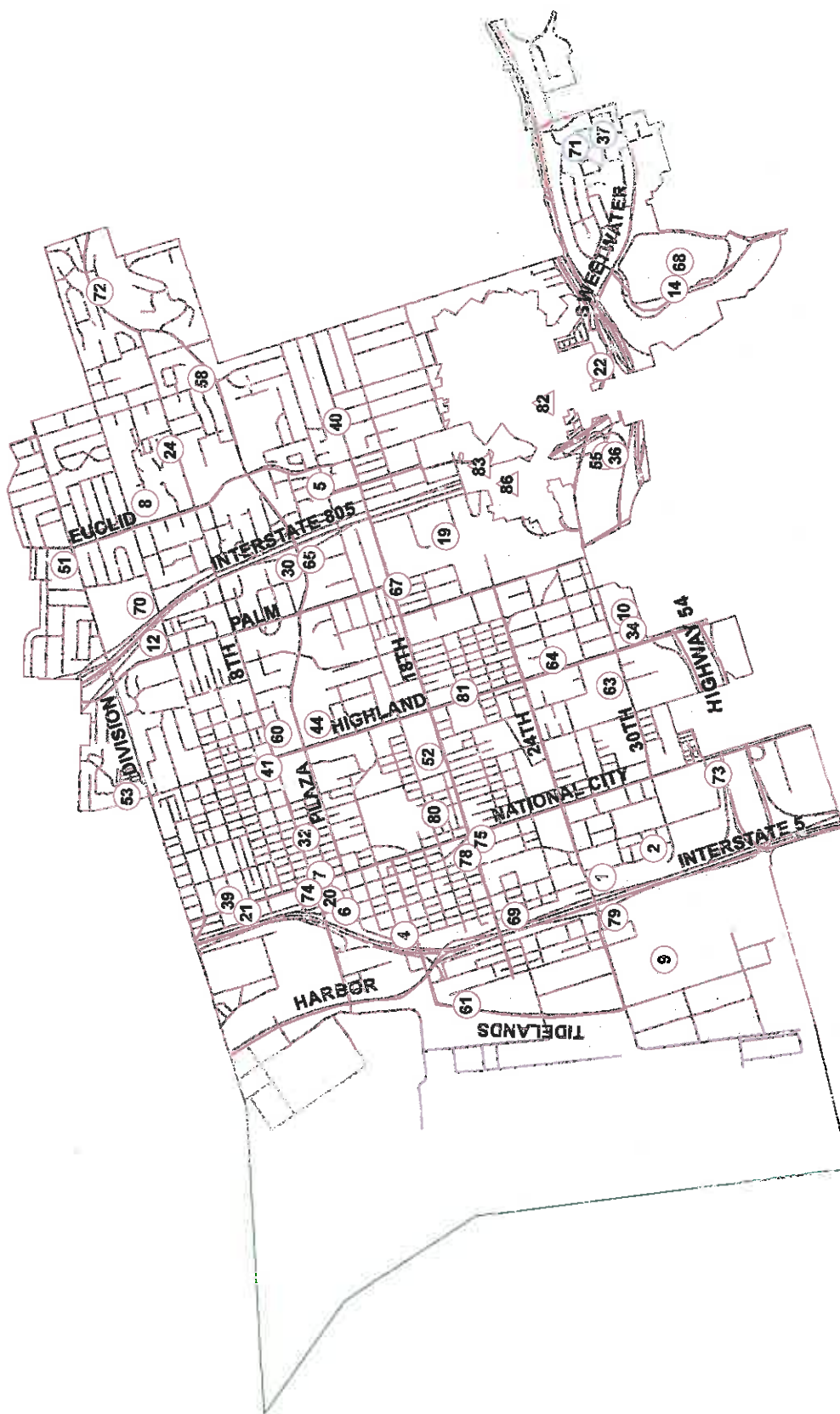
13. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.
14. A National Pollutant Discharge Elimination System (NPDES) permit is required for discharges of storm water run-off associated with construction greater than one acre of activity where clearing, grading, and excavation results in a land disturbance. A construction stormwater permit shall be obtained from the Regional Water Control Board. A copy of the permit shall be given to the City of National City Engineering Department prior to issuing of a construction permit.
15. Per NCMC 13.22.060, the deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically, sixteen (16) linear feet of gutter along the driveway on East 2nd Street and approximately two hundred eighty (280) square feet of sidewalk along East 2nd Street are marked out in the field as needing replacement. Such work to be done shall not exceed, in costs, ten percent of the valuation of the building improvement permits as determined by the director of building and housing.

Planning

16. All operations, including ongoing and temporary/maintenance activities shall conform to the standards for noise emission as stated in Title 12 (Noise) of the National City Municipal Code.
17. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
18. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
19. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use

does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.

20. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.



- Wireless facilities in National City
- △ Wireless facilities in unincorporated area

Wireless Communication Facilities

FACILITY	APN	LOCATION	PROVIDER	FILE NO
1	562-340-44	2434 Southport	Urban Comm Rad	CUP-1992-11
		Radio communication facility (microwave transmitter)- 80-foot tall tower and 8-foot in diameter dish antenna		
2	562 340 26	300 W 28th	AirTouch	CDC Reso 94-28
		75-foot monopole with three sector antennas and 450-sa foot equipment building.		
	562-340-26	300 W 28th	Nextel	CUP-2003-30
		12 antennae on existing communications tower and a 270 square foot equipment enclosure adjacent to existing equipment		
4	559-032-02	1215 Wilson	Pac Bell	CUP-1995-11
		Located on roof of existina building. PCS facility- six roof-mounted antennas and two ground-mounted equipment boxes.		
5	557-410-03	1645 E Plaza	Pac Bell	CUP-1995-13
		Located on roof of Quality Inn. PCS facility- six panel antennas and equipment cabinet.		
6	555-086-11	910 Hoover	AirTouch	CUP-1995-18
		Located on existing building. Cellular facility- three support structures with five panel antennas each, two dish antennas and equipment cabinet		
7	556-471-24	801 National City Blvd	AT&T	CUP-1996-2
		Located on roof of Red Lion Hotel. Paging facility- four whip antennas, one global positioning satellite antenna and equipment cabinet.		
	556-471-24	801 National City Blvd	Nextel	CUP-1994-8
		Located on roof of Red Lion Hotel. ESMR facility- three whip antennas and equipment cabinet.		
	556-471-24	801 National City Blvd	Pagenet	CUP-1996-12
		Located on roof of hotel. Paging facility- four antennas and equipment cabinet one floor down from roof.		
	556-471-24	801 National City Blvd	AT&T	CUP-1999-5
		Located atop Red Lion Hotel. Wireless communication facility- four antennas and radio base system.		
8	554-120-30	2400 E 4th	AT&T	CUP-1996-4
		Located on roof of Paradise Valley Hospital. Paaina facility- four whip antennas, one alobal Positioninasatellite antenna and equipment cabinet.		
9	559-160-13	1022 W Bay Marin	GTE	CUP-1996-5
		Located on a 360-sa foot building. Cellular facility- 60-foot monopole with twelve panel antennas.		
10	563-370-36	3007 Highland	Pac Bell	CUP-1996-6
		Located on existing Super Saver building. PCS facility- six panel antennas and two equipment cabinets.		
12	554-050-12	303 Palm	AirTouch	CUP-1996-8
		60-foot hiah monopole with six whip antennas, thirty directional cellular antennas, and three dishes with an eauidmentcabinet at base.		
	554-050-12	303 Palm	Sprint PCS	CUP-2001-10
		Located on National Guard Armory property. PCS facility six antennas in three 40-foot flag poles, one GPS antenna and a new equipment building.		

14	564-471-01	3030 Plaza Bonita Rd	Nextel	CUP-1997-8
		Located atop Plaza Bonita sign. ESMR facility- nine antennas and equipment cabinet.		
	564-471-01	3030 Plaza Bonita Rd	Pac Bell	CUP-1996-7
		Located atop the existing Plaza Bonita sign. PCS facility- three antennas and two equipment cabinets at base of sign.		
16	557-420-36	1840 E 12th	Nextel	CUP-1999-4
		60-foot monopole on vacant commercial lot.		
20	555-082-11	111 W 9th	Sprint	CUP-2000-9
		Located atop 2-story Sid's Camel Barn warehouse. Wireless communication facility- twelve wireless panel antennas and 4-inch GPS antenna.		
21	555-030-21	330 National City Blvd	GTE	CUP-2000-11
		Located atop Bay Theatre. Wireless communication facility- twelve panel antennas and four equipment cabinets.		
22	564-250-50	2435 Sweetwater	Sprint	CUP-2000-14
		Located at Sweetwater Inn. Global Positioning System with nine panel antennas.		
30	557-420-36	1905 E Plaza	Sprint PCS	CUP-2001-3
		53 foot tall monopole with nine panel antennas. PCS Facility with one equipment enclosure and a GPS antenna.		
32	556-473-18	242 E 8th	AT&T	CUP-2001-6
		Located atop an existing church.		
34	563-370-35	3007 Highland	Nextel	CUP-2001-12
		Located atop Sweetwater Square. New equipment building over trash enclosure, nine panel antennas and one GPS antenna.		
36	563-231-38	1914 Sweetwater	Cingular	CUP-2002-3
		Located on an existing 75 foot tall pole sign for the Sweetwater Town and Country Shopping Center.		
37	564-310-37	3737 Sweetwater	Cingular	CUP-2002-4
		72 foot tall monopole with standard equipment enclosure		
39	556-101-15	241 National City Blvd	Cingular	CUP-2002-6
		12 panel antennas behind four new partial parapet walls atop an existing furniture store; four equipment cabinets outside		
40	558-200-24	2415 E 18th	Cingular	CUP-2002-13
		Panel antennas located inside new light standards; equipment located inside existing commercial building		
41	556-354-13	716 Highland	AT&T	CUP-2002-14
		Six facade mounted panel antennas with equipment on roof of PacBell switching station. Equipment screened to match existing.		
44	556-590-61	1019 Highland	Sprint PCS	CUP-2002-24
		6 panel antennas in a new monument sign in the South Bay Plaza shopping center		
	556-590-61	1019 Highland	Cingular	CUP-2002-2
		Located atop South Bay Plaza on an existing mechanical equipment screen.		
51	552-283-11	2323 E Division	Sprint	CUP-2004-6
		3 panel antennas in a 9x10x16 roof-mounted cupola		

52	560-191-30	1701 D Ave	Nextel	CUP-2004-12
	12 panel antennas on a 57' faux broadleaf tree with 230 square foot equipment enclosure			
53	551-570-20	51 N Highland	Sprint	CUP-2004-15
	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets			
55	563-231-39	1914 Sweetwater	Nextel	PC Reso 20-2002
	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets			
57	554-120-24	2701 E 8th	Cingular	PC Reso 02-2001
	Co-location in church spire-3 antennas within existing architectural feature			
	554-120-24	2701 E 8th	T-Mobile	CUP-2000-19
	Located at existing church. Antennas located in a GO-foot monument.			
	554-120-24	2701 E 8th	Sprint	CUP-2000-27
	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the buildings			
	554-120-24	2701 E 8th	AT&T	CUP-2000-19
	Located at existing church. Antennas located in a 60-foot monument			
58	558-030-30	1035 Harbison	Nextel	CUP-2005-3
	12 panel antennas on a monopalm with 299 SQ.ft. equipment enclosure.			
60	556-510-12	914 E 8th	Cingular	CUP-2005-10
	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter			
61	559-040-53	1439 Tidelands	Cingular	CUP-2005-9
	12 panel antennas on monopalm with associated equipment shelter			
	559-040-53	1445 Tidelands	Nextel	CUP-2000-31
	40-foot monopalm with three sectors of four antennas each and equipment shelter			
63	562-200-02	2900 Highland	Cingular	CUP-2005-12
	3 antennas on replacement light standard with associated equipment shelter			
64	563-010-47	2605 Highland	Cricket	CUP-2006-11
	3 antennas in new architectural feature of church with associated equipment			
	563-010-47	2605 Highland	Sprint	CUP-2002-18
	Six panel antennas and equipment inside a new 54 foot tall monument/cross/sign.			
65	557-420-31	1900 E Plaza	Cricket	CUP-2006-6
	3 antennas on new faux palm tree with associated equipment			
	557-420-31	1900 E Plaza	Cingular	CUP-2004-4
	5 panel antennas in a new pole sign at Jimmy's Restaurant			
67	561-222-23	1526-40 E 18th	T-Mobile	CUP-2006-10
	12 panel antennas on a new 45-foot tall faux pine tree with associated equipment shelter			
68	564-471-07	3030 Plaza Bonita Rd	Cingular	CUP-2005-24
	12 antennas facade mounted to new rooftop enclosure that will house equipment			

68	564-471-07	3030 Plaza Bonita Rd	Verizon	CUP-2003-13
	12 panel antennas on the roof of the Plaza Bonita Mall behind a screen wall			
69	559-106-17	525 W 20th	Cricket	CUP-2005-25
	3 antennas on existing self storage building painted to match with associated equipment			
	559-106-17	525 W 20th	Sprint	CUP-2001-4
	Located on existing storage building. Wireless communication facility- 9 antennas and equipment building.			
70	554-050-15	2005 E 4th	Cricket	PC Reso 09-2003
	3 antennas on existing light standard with associated equipment shelter			
	554-050-15	2005 E 4th	Cingular	CUP-2003-5
	12 panel antennas on a replacement 100 foot light standard in ElTovon park and a 160 square foot equipment enclosure.			
	554-050-15	2005 E 4th	GTE	CUP-1998-4
	Located in ElTovon Park. Cellular facility- 97'8" monopole with twelve panel antennas, three omni antennas, and 192-sqfoot equipment building.			
	554-050-15	2005 E 4th	Nextel	CUP-2005-15
	12 panel antennas on a 47-foot tall faux-broadleaf awith 230 sq. ft. equipment shelter			
71	564-290-06	3820 Cagle St	Cricket	PC RESO 10-2004
	3 antennas on existing faux pine tree with vaulted equipment shelter			
	564-290-06	3820 Cagle St	Sprint	CUP-2001-2
	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 35-foot pole with six antennas, equipment building and adjacent lighting for the park.			
	564-290-06	3820 Cagle St	T-Mobile	CUP-2004-3
	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 55-foot monopine with twelve panel antennas and equipment building			
	564-290-06	3820 Cagle St	Cingular	PC Reso 11-2002
	Co-location on 55-foot monopine - additional 12 panel antennas and new 275 SQ.ft. equipment vault			
72	669-060-26	5800 Boxer Rd	Cricket	PC RESO 32-2003
	3 antennas on existing water tower with associated equipment shelter			
	669-060-26	5800 Boxer Rd	T-Mobile	CUP-2003-16
	12 panel antennas on the outside of the 0.0. Arnold water tank and a 150 square foot equipment enclosure adjacent to the tank			
	669-060-26	5800 Boxer Rd	Sprint	PC Reso 32-2003
	6 panel antennas on the outside of the 0.0. Arnold water tank and a 360 square foot equipment enclosure adjacent			
	669-060-26	5800 Boxer Rd	Cingular	CUP-2005-21
	12 panel antennas on the outside of the 0.0. Arnold water tank and a 520 square foot equipment enclosure adjacent			
73	562-330-43	152 W 33rd	Cricket	PC Reso 21-2002
	3 antennas on existing self storage within matching architectural projection with associated equipment			
	562-330-43	152 W 33rd	Sprint	CUP-2002-8
	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the			

74	555-053-17	700 NCB	Cricket	PC Reso 05-2000
	3 antennas facade mounted to existina hotel with associated equipmen			
	555-053-17	700 NCB	Meticom	CUP-2000-4
	Located atop Holiday Inn. Wireless communication facility with equipment cabinet.			
	555-053-17	700 NCB	Skytel	CUP-2000-30
	Located atop Holiday Inn Hotel. - 8-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with two indoor equipment cabinets.			
75	560-203-03	1800 National City Blvd	Nextel	CUP-2006-15
	15 panel antennas behindscreen wall atop existing car dealership with associated equipment			
76	561-360-35	1810 E 22nd	Cricket	2007-14 CUP
	3 antennas on recreation building at Las Palmas Park			
	561-360-35	1820 E 22nd	Sprint-Nextel	CUP-2000-8
	Located in Las Palmas Park. Monopalm and equipment along with live palms.			
78	560-143-36	1703 Hoover	Clewire	2009-22 CUP
	9 antennas located on 3 different locations on industrial/ warehouse building. Each location will have 2 pannel antennas. Associated equipment will be located in building			
79	559-160-33	700 Bay Marina Dr	Clewire	2009-23 CUP
	9 antennas on tower of Marina Gateway Plaza commercial building hidden behind parapet wall. 6-foot tall equipment cabinet on roof below tower will be mostly covered			
80	560-151-20	142 E 16th	AT&T	2010-11 CUP
	6 panel antennas and RF transparent cupola atop National City Ministry Church, as well as a 330 sq ft equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross afixed to it in order to appea as part of the church			
81	561-271-01	2005 Highland Ave	Plancom	2010-31 CUP
	12 antenas on a 43-foot mono-palm on eastern property line			
	561-271-01	2005 Highland	T-Mobile	CUP-2003-4
	12 antennas on the roof of a Highland Avenue office building			
	561-271-01	2005 Highland	Cingular	CUP-2006-2
	12 antennas on the roof of a Highland Avenue office building with new cupola to match existing			
82	563-184-47	2509 Shelby Dr		P95-025
	75-foot monopole and equipment building.			
83	563-062-17	2524 Prospect St	AT&T	ZAP99-028
	35-foot monopalm with three sector directional antenna system and equipment cabinets.			
85	564-310-32	3312 Bonita Heights Lane	AT&T	ZAP00-133
86	563-063-29	2563 Grove St	AT&T	MUP91-026W2

86	563-063-29	2563 Grove St Monopole located aside live palm trees.	P91-026W
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CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR A
WIRELESS COMMUNICATIONS FACILITY
LOCATED AT 205 HIGHLAND AVENUE.
CASE FILE NO.: 2015-02 CUP
APN: 556-180-01

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, October 5, 2015**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Verizon Wireless)

The applicant proposes a new wireless telecommunications facility within a replacement storage building behind a shopping center at the southeast corner of Highland Avenue and East 2nd Street, and a new roof feature along Highland Avenue. The storage building will be increased in height from 15 to 25 feet. Operating equipment is proposed within the parking garage on the ground floor.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Department on or before 12:00 p.m., **October 5, 2015**, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

For BRAD RAULSTON
Executive Director



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: County Clerk
County of San Diego
P.O. Box 1750
1600 Pacific Highway, Room 260
San Diego, CA 92112

Project Title: 2015-02 CUP

Project Location: 205 Highland Avenue, National City, CA, APN: 556-180-01

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for a wireless communications facility at an existing commercial shopping center. The project will increase signal strength and service area for Verizon Wireless customers.

Applicant:

Verizon Wireless
15505 Sand Canyon Avenue
Irvine, CA 92618

Telephone Number:

(858) 255-1416

Exempt Status:

☒ **Categorical Exemption. Class 3 Section 15303 (New Construction or Conversion of small structures)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment since antennas will be completely screened by an architectural feature on the roof of and behind an existing commercial shopping center building, including the associated equipment. The proposal will not affect use of the property.

Date:

MARTIN REEDER, AICP
Principal Planner

RESOLUTION NO. 2015-18

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT FOR A
WIRELESS COMMUNICATIONS FACILITY
LOCATED AT 205 HIGHLAND AVENUE.
APPLICANT: VERIZON WIRELESS
CASE FILE NO. 2015-02 CUP
APN: 556-180-01**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a wireless communications facility located at 205 Highland Avenue at a duly advertised public hearings held on October 5, 2015, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-02 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on October 5, 2015, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a conditional use permit and complies with all other applicable provisions of the Land Use Code, since a wireless communications facility is a conditionally-permitted use in the Minor Mixed-Use Corridor zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since Policy E-3.3 of the General Plan is to increase access to wireless internet connections, computers, and other forms of communication technology; and since wireless communications facilities are a conditionally-allowed use in the Minor Mixed-Use Corridor zone.
3. That the site for the proposed use is adequate in size and shape, since the proposed antennas and associated equipment are to be incorporated into an existing building and will not increase the footprint of that building, thus not affecting parking or access.

4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on the adjacent developed streets.
5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the 12 antennas will be screened within an existing building, and as such will not be visible from adjacent properties.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes a wireless communications facility at 205 Highland Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits B and C, Case File No. 2015-02 CUP, dated 7/20/2015. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy and Codes.
6. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.
7. Television cable companies shall be notified a minimum of 48 hours prior to filling of cable trenches.
8. Exterior walls of accessible poles/walls to a height of not less than six feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.

Fire

9. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
10. Emergency Generator Shutdown procedures shall be posted in a conspicuous area on the exterior of the emergency generator enclosure. The sign shall be clearly visible from the public right-of-way. If the power source is inside a building and cannot be seen from the public right-of-way, a sign shall be placed in a position that can be easily seen by emergency personnel on foot.
11. A 704 emergency placard shall be posted at the site. The Sign shall be clearly visible from the public right-of-way.
12. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.

Engineering

13. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.
14. A National Pollutant Discharge Elimination System (NPDES) permit is required for discharges of storm water run-off associated with construction greater than one acre of activity where clearing, grading, and excavation results in a land disturbance. A construction stormwater permit shall be obtained from the Regional Water Control Board. A copy of the permit shall be given to the City of National City Engineering Department prior to issuing of a construction permit.
15. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically, sixteen (16) linear feet of gutter along the driveway on East 2nd Street and approximately two hundred eighty (280) square feet of sidewalk along East 2nd Street as marked out in the field.

Planning

16. All operations, including ongoing and temporary/maintenance activities shall conform to the standards for noise emission as stated in Title 12 (Noise) of the National City Municipal Code.

17. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
18. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
19. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
20. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 5, 2015, by the following vote:

AYES: Garcia, Baca, Alvarado, Flores, Dela Paz, Yamane

NAYS: None

ABSENT: Bush

ABSTAIN: None


CHAIRPERSON



SITE NAME: HIGHLAND & 4TH
205 HIGHLAND AVENUE
NATIONAL CITY, CA 91950
SAN DIEGO COUNTY

EXHIBIT: B
CASE FILE NO.: 2015-02 cwp
DATE: 7/20/15

verizonwireless

15505 SAND CANYON AVE
IRVINE, CA 92618

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC.
27 ORCHARD, LAKE FOREST, CA 92630
PHONE: (949) 716-9990 | FAX: (949) 716-9997

CLIENTS

NO.	DATE	DESCRIPTION	BY
1	11/07/14	90% ZD's	JY
2	11/19/14	100% ZD's	JY
3	12/18/14	CLIENT REVISION	JY
4	01/29/15	CLIENT REVISION	JY
5	02/13/15	CLIENT REVISION	AE
6	03/12/15	CLIENT REVISION	JGD
7	06/18/15	CLIENT REVISION	SB
8	07/01/15	CLIENT REVISION	JY/NT

SITE INFORMATION:

**HIGHLAND
& 4TH**

205 HIGHLAND AVE
NATIONAL CITY, CA 91950

SEAL:

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

VICINITY MAP

(NOT TO SCALE)



PLOT MAP

(NOT TO SCALE)



DRIVING DIRECTIONS

STARTING FROM VERIZON WIRELESS IRVINE OFFICE:
FROM: 15505 SAND CANYON AVENUE, IRVINE, CA 92618
HEAD SOUTHWEST ON SAND CANYON AVENUE TOWARD BARRANCA PKWY.
MERGE ONTO I-405 S VIA THE RAMP TO SAN DIEGO.
MERGE ONTO I-405 S.
MERGE ONTO I-5 S.
KEEP LEFT TO CONTINUE ON I-805 S17.
TAKE THE PALM AVENUE EXIT.
TURN RIGHT ONTO S 47TH ST/N PALM AVENUE.
TAKE THE 2ND RIGHT ONTO DIVISION ST.
TURN LEFT ONTO HIGHLAND AVENUE. DESTINATION WILL BE ON THE LEFT.
ARRIVE AT 205 HIGHLAND AVENUE, NATIONAL CITY, CA 91950

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.

- CALIFORNIA ADMINISTRATIVE CODE (INCL TITLE 24 & 25)
- 2013 CALIFORNIA BUILDING CODE
- CITY /COUNTY ORDINANCES
- BUILDING OFFICIAL & CODE ADMINISTRATORS (BOCA)
- 2013 MECHANICAL CALIFORNIA CODE
- ANSI/EIA-222-F LIFE SAFETY CODE NFPA-101
- 2013 CALIFORNIA PLUMBING CODE
- 2013 CALIFORNIA ELECTRICAL CODE
- 2013 LOCAL BUILDING CODE

PROJECT TEAM

ARCHITECT & ENGINEER

COMPANY: NATIONAL ENGINEERING & CONSULTING, INC.
ADDRESS: 27 ORCHARD
CITY, STATE, ZIP: LAKE FOREST, CA 92630
PHONE: (949) 716-9990
FAX: (949) 716-9997

SITE ACQUISITION

COMPANY: M&M TELECOM INC.
ADDRESS: 6886 MIMOSA DR.
CITY, STATE, ZIP: CARLSBAD, CA 92011
CONTACT: ANNA MAYDANIK
PHONE: DIRECT (858) 255-1416
EMAIL: anna.maydani@mmtelcominc.com

SURVEYOR

COMPANY: NATIONAL ENGINEERING & CONSULTING, INC.
ADDRESS: 27 ORCHARD
CITY, STATE, ZIP: LAKE FOREST, CA 92630
PHONE: (949) 716-9990
FAX: (949) 716-9997

LAND USE PLANNER

COMPANY: M&M TELECOM INC.
ADDRESS: 6886 MIMOSA DR.
CITY, STATE, ZIP: CARLSBAD, CA 92011
CONTACT: LISA GOODMAN
PHONE: (858) 246-2461
FAX: (760) 454-4505
EMAIL: lisa.goodman@mmtelcominc.com

VERIZON RF ENGINEER

COMPANY: VERIZON WIRELESS
ADDRESS: 15505 SAND CANYON AVENUE. BLDG. 1ST FL.
CITY, STATE, ZIP: IRVINE, CA, 92618
CONTACT: MIKE ZELLER
PHONE:
EMAIL: michael.zeller@verizonwireless.com

CONSTRUCTION MANAGER

CONTACT: STEVE JOHNSON
PHONE: (951) 541-8805
EMAIL: SteveJohnson@cbmsconsulting.com

PROJECT DESCRIPTION

CONSTRUCTION OF AN UNMANNED WIRELESS CELL SITE FOR VERIZON WIRELESS. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL (2) ANTENNA STEALTH/SCREENING ON ROOFTOP
- INSTALL (12) 6'-0" PANEL ANTENNAS
- INSTALL (1) 4'-0" DIA. MICROWAVE ANTENNA
- REMOVE EXISTING STRUCTURE AND REBUILD NEW STRUCTURE FOR PROPOSED VERIZON WIRELESS EQUIPMENT ROOM
- INSTALL (12) RRU's
- INSTALL (5) RAYCAP SURGE SUPPRESSORS
- INSTALL (1) EMERGENCY KOHLER 30KW GENERATOR
- INSTALL (1) ROOF ACCESS HATCH WITH STEEL LADDER
- INSTALL (1) ACCESS DOOR TO BETA SECTOR

PROJECT INFORMATION

APPLICANT

COMPANY: VERIZON WIRELESS
ADDRESS: 15505 SAND CANYON AVE.
BLDG. 'D' 1ST FL.
IRVINE, CA, 92618
CITY, STATE, ZIP: IRVINE, CA, 92618
CONTACT: 24 HR EMERGENCY
PHONE: (949) 286-7000

PROPERTY OWNER

OWNER: STEVE AND CATHY SALMONS
OWNER CONTACT: STEVE SALMONS
ADDRESS: 1761 HOTEL CIRCLE S. #222
CITY, STATE, ZIP: SAN DIEGO, CA 92108
PHONE: (619)-291-7802
EMAIL: steves@cpssd.com

PROPERTY INFORMATION

A.P.N.: 556-180-01
JURISDICTION: NATIONAL CITY
CURRENT ZONING: MNC-1 (MINOR MIXED COMMERCIAL)
OCCUPANCY TYPE: B/U
TYPE OF CO: C-4
ADA REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, DISABLED ACCESS ACCESS NOT REQUIRED. 2010 CBC SECTION 1103B EXCEPTION 1

LEASE AREA

EQUIPMENT & GENERATOR: 511.0 SQ. FT.
ROOF ANTENNA LEASE: 409.5 SQ. FT.

TOTAL LEASE AREA: 920.5 SQ. FT.

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
A-1	SITE / ROOF PLAN
A-2	PROPOSED EQUIPMENT ROOM, GENERATOR AREA AND ANTENNA LAYOUT PLANS
A-3	ARCHITECTURAL ELEVATIONS
A-4	ARCHITECTURAL ELEVATIONS

COAX/ANTENNA SCHEDULE

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	QTY.	COAX LENGTH	COAX SIZE
ALPHA	80°	KATHREIN 80010735V01/ COMMSCOPE SBNHH-1D65B	1/3	30'±	7/8"
BETA	180°	KATHREIN 80010735V01/ COMMSCOPE SBNHH-1D65B		30'±	7/8"
GAMMA	300°	KATHREIN 80010735V01/ COMMSCOPE SBNHH-1D65B		30'±	7/8"
PARABOLIC	90°	TBD	1	30'±	
GPS	N/A	TBD	1	25'±	1/2"

NOTE: CONSTRUCTION MANAGER TO FIELD VERIFY CABLE LENGTHS PRIOR TO OPENING, FABRICATION, OR INSTALLATION OF CABLES CHECK RF DATE SHEET.

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.

DISCIPLINE:	SIGNATURE:	DATE:
LANDLORD:		
PROJECT MANAGER:		
CONSTRUCTION MANAGER:		
RF ENGINEER:		
SITE ACQUISITION:		
ZONING MANAGER:		
UTILITY COORDINATOR:		
NETWORK OPERATIONS:		

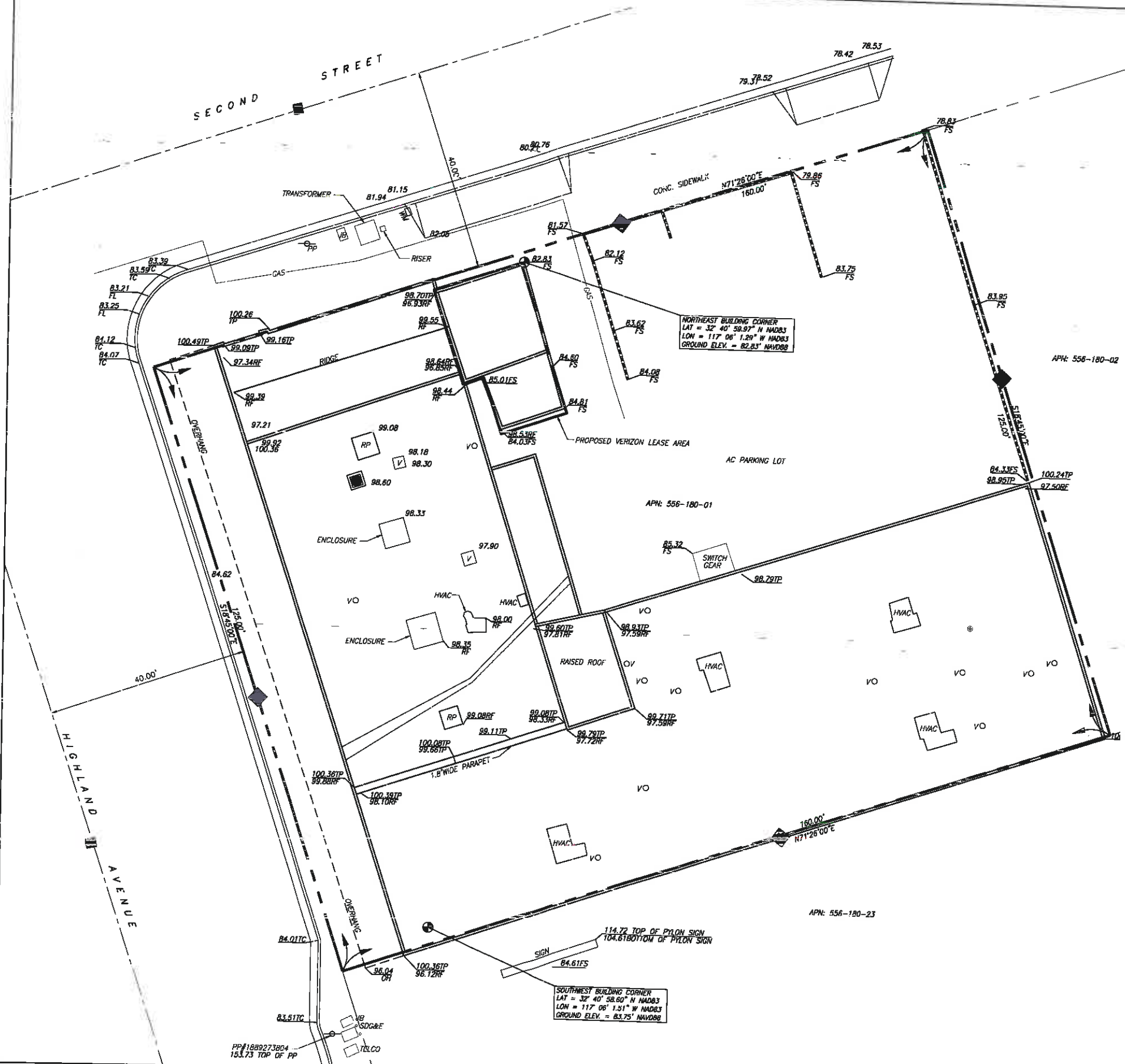
- EG
FD
GUY
EP
FL
FS
HT
NG
RT
RP
MB
PL
PP
PB
SSCO
SS
SDCB
SDMH
SGN
TC
TW
TA
UA
BFP
WM
WV

-

-

-

-



PLANE PRECORDER BY

[illegible]

SITE INFORMATION:

205 HIGHLAND AVENUE
NATIONAL CITY, CA 91950

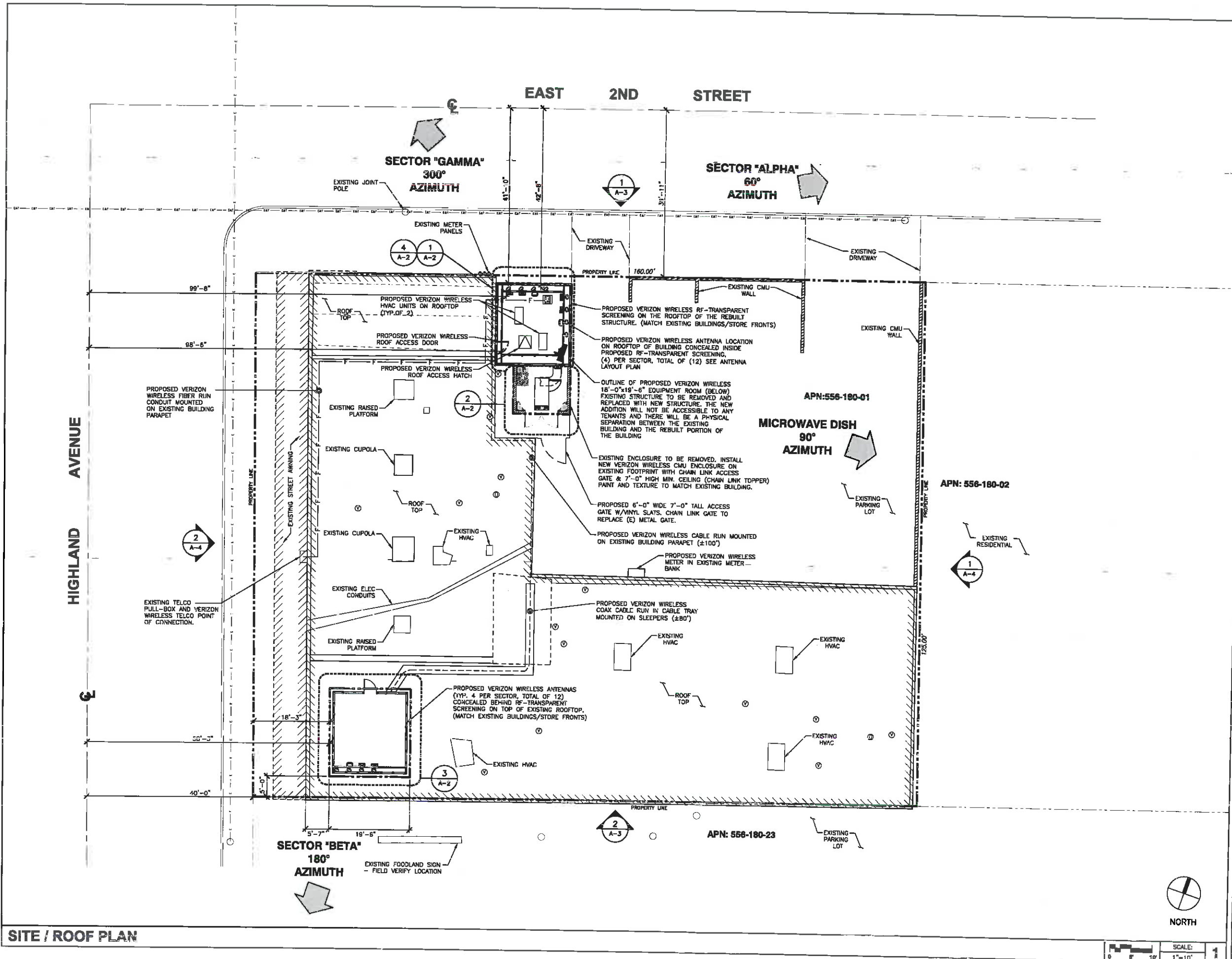
SEAL:



SHEET TITLE:

SHEET NUMBER:

LS-2
SHEET 2 OF 2



PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING, INC.
27 ORCHARD, LAKE FOREST, CA 92650
PHONE: (949) 716-9990 | FAX: (949) 716-9997

CLIENTS			
NO.	DATE	DESCRIPTION	BY
1	11/07/14	90% ZD's	JY
2	11/19/14	100% ZD's	JY
3	12/18/14	CLIENT REVISION	JY
4	01/29/15	CLIENT REVISION	JY
5	02/13/15	CLIENT REVISION	AE
6	03/12/15	CLIENT REVISION	JGD
7	06/18/15	CLIENT REVISION	SB
8	07/01/15	CLIENT REVISION	JY/NT

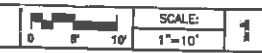
SITE INFORMATION:
HIGHLAND & 4TH
205 HIGHLAND AVE
NATIONAL CITY, CA 91950

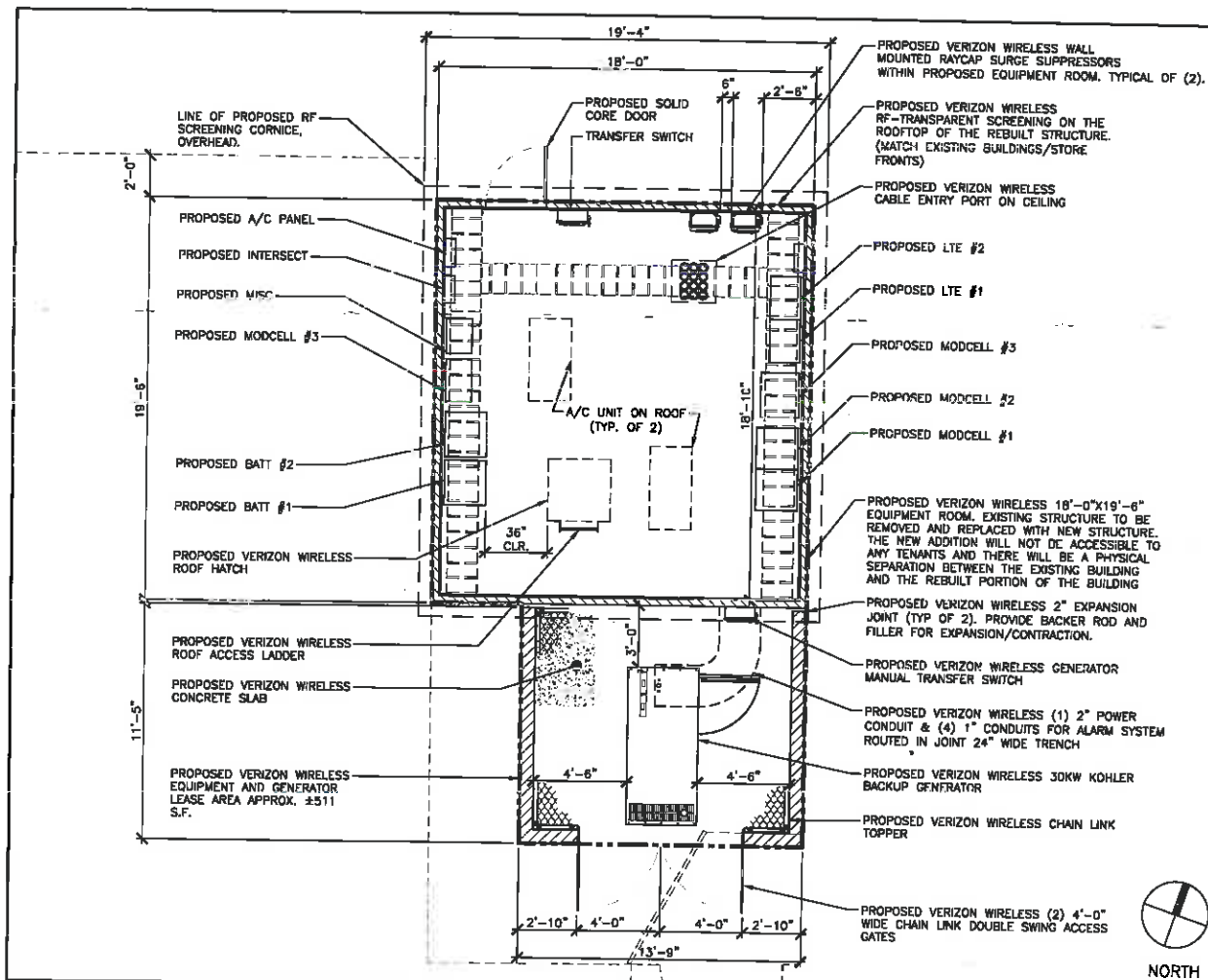
SEAL:

SHEET TITLE:
SITE / ROOF PLAN

SHEET NUMBER:
A-1

SITE / ROOF PLAN

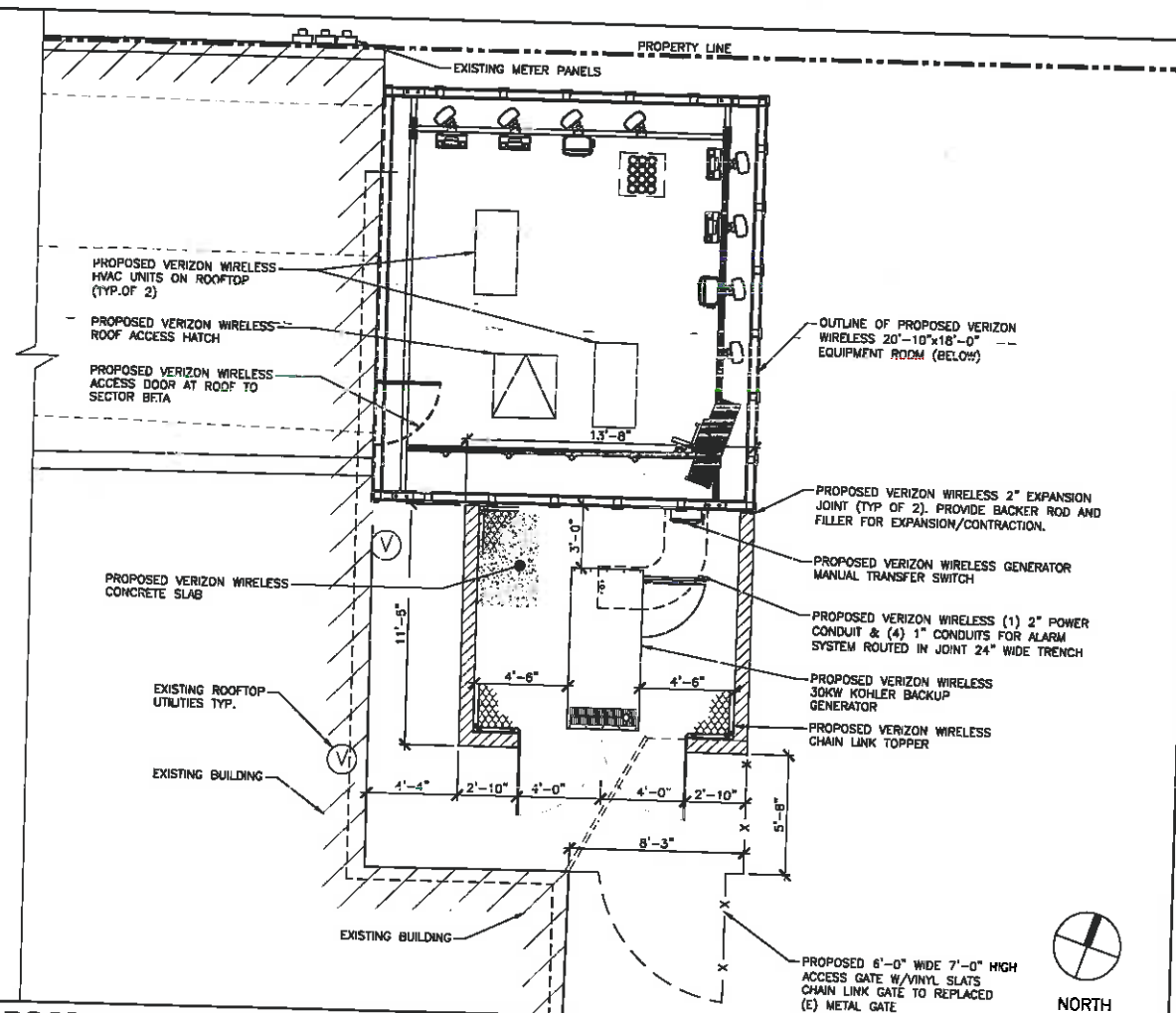




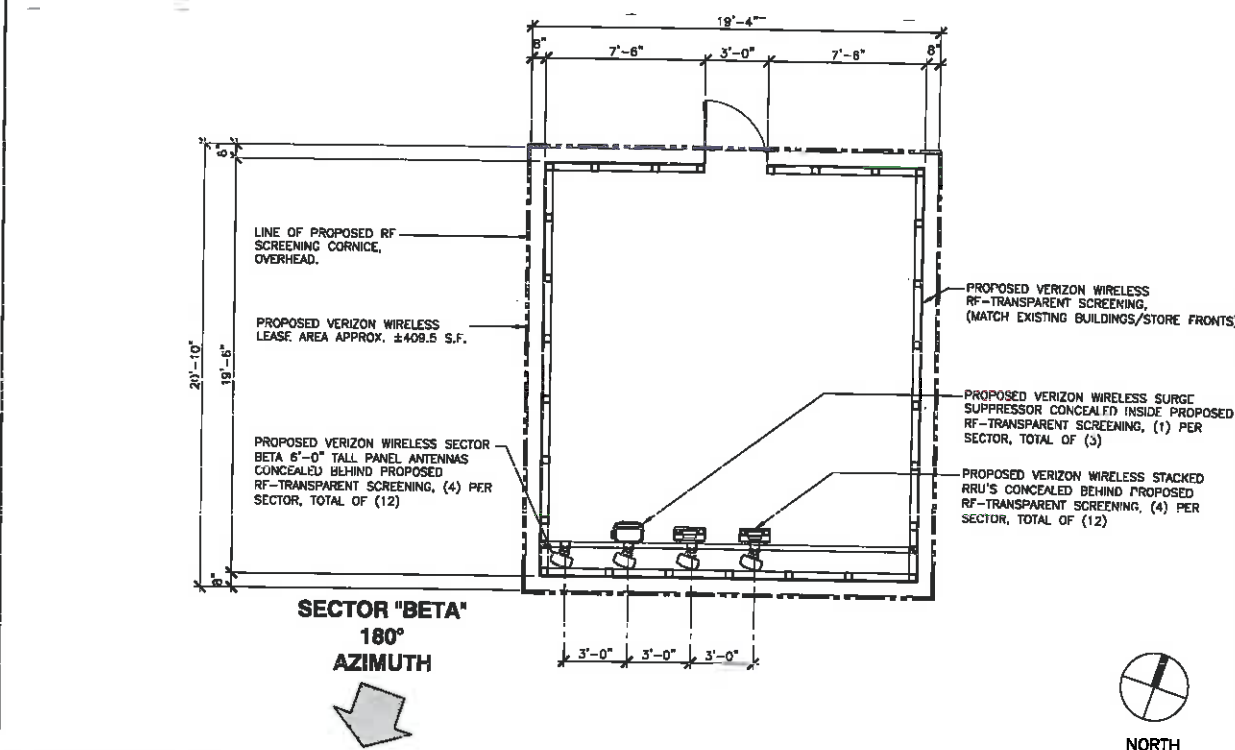
PROPOSED EQUIPMENT ROOM LAYOUT PLAN

SCALE: 1/4"=1'-0"

PROPOSED ROOF/ GENERATOR AREA PLAN



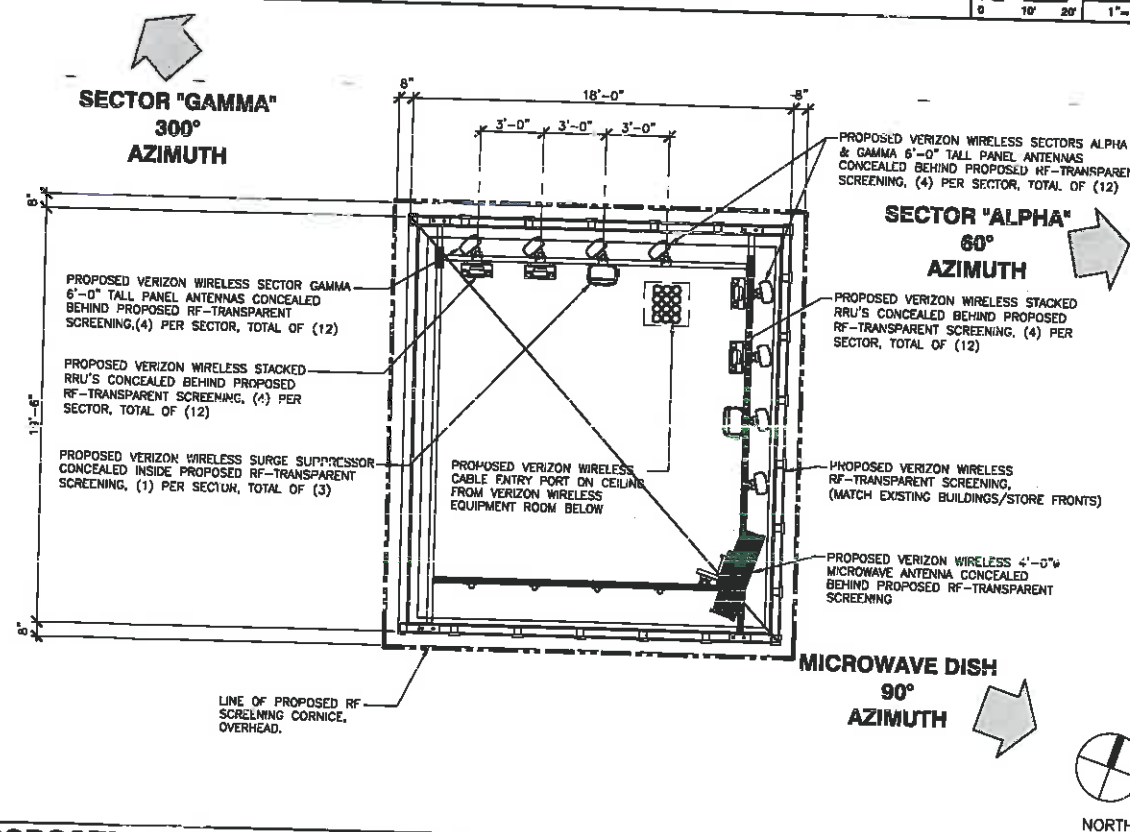
SCALE: 1"=20'



PROPOSED ANTENNA LAYOUT PLAN (SECTOR BETA)

SCALE: 1/4"=1'-0"

PROPOSED ANTENNA LAYOUT PLAN (SECTORS ALPHA & GAMMA)



SCALE: 1/4"=1'-0"

verizon wireless

18000 SAND CANYON AVE
IRVINE, CA 92618

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC
27 THURGOOD, LANE FOREST, LA 92630
PHONE: (949) 716-8960 | FAX: (949) 716-9887

CLIENTS

NO.	DATE	DESCRIPTION	BY
1	11/07/14	90% ZD's	JY
2	11/19/14	100% ZD's	JY
3	12/18/14	CLIENT REVISION	JY
4	01/29/15	CLIENT REVISION	JY
5	02/13/15	CLIENT REVISION	AE
6	03/12/15	CLIENT REVISION	JGD
7	06/18/15	CLIENT REVISION	SB
8	07/01/15	CLIENT REVISION	JY/NT

SITE INFORMATION:

HIGHLAND & 4TH

205 HIGHLAND AVE
NATIONAL CITY, CA 91960

SEAL:

SHEET TITLE:

PROPOSED EQUIPMENT ROOM, GENERATOR AREA AND ANTENNA LAYOUT PLANS

SHEET NUMBER:

A-2

verizon wireless

18006 SAND CANYON AVE.
IRVINE, CA 92610

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC.
27 ORCHARD, LAKE FOREST, CA 92550
PHONE: (949) 718-9900 FAX: (949) 718-9907

CLIENT'S

NO.	DATE	DESCRIPTION	BY
1	11/07/14	90% ZD's	JY
2	11/19/14	100% ZD's	JY
3	12/18/14	CLIENT REVISION	JY
4	01/29/15	CLIENT REVISION	JY
5	02/13/15	CLIENT REVISION	AE
6	03/12/15	CLIENT REVISION	JGD
7	06/18/15	CLIENT REVISION	SB
8	07/01/15	CLIENT REVISION	JY/NT

SITE INFORMATION:

**HIGHLAND
& 4TH**

205 HIGHLAND AVE
NATIONAL CITY, CA 91860

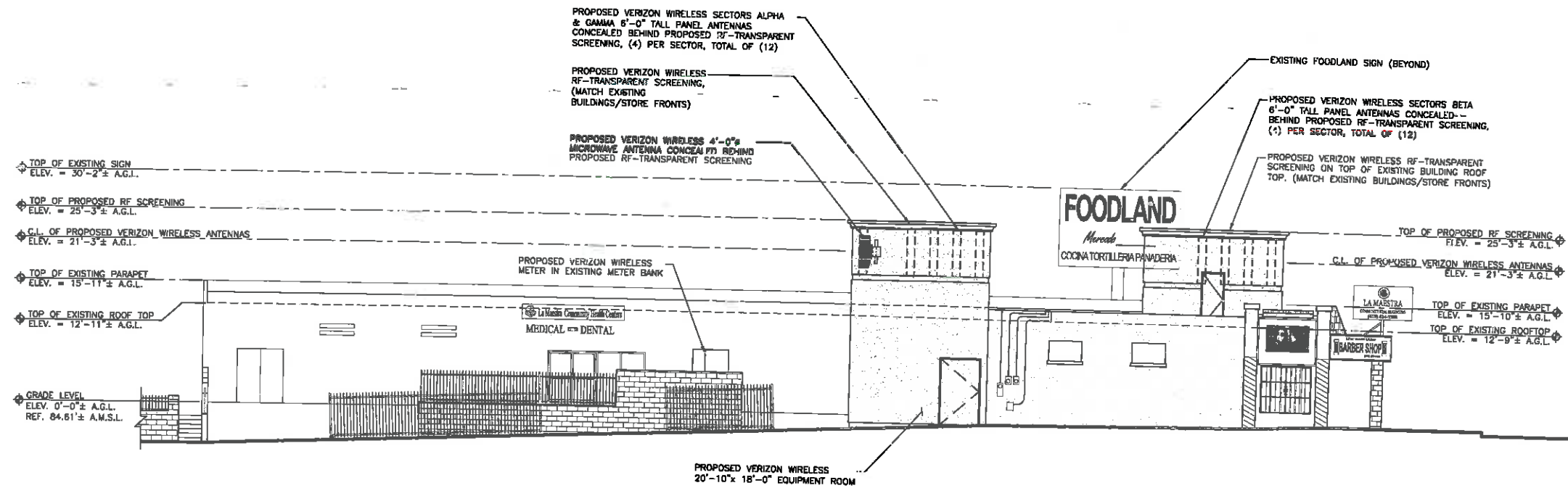
SEAL:

SHEET TITLE:

**ARCHITECTURAL
ELEVATIONS**

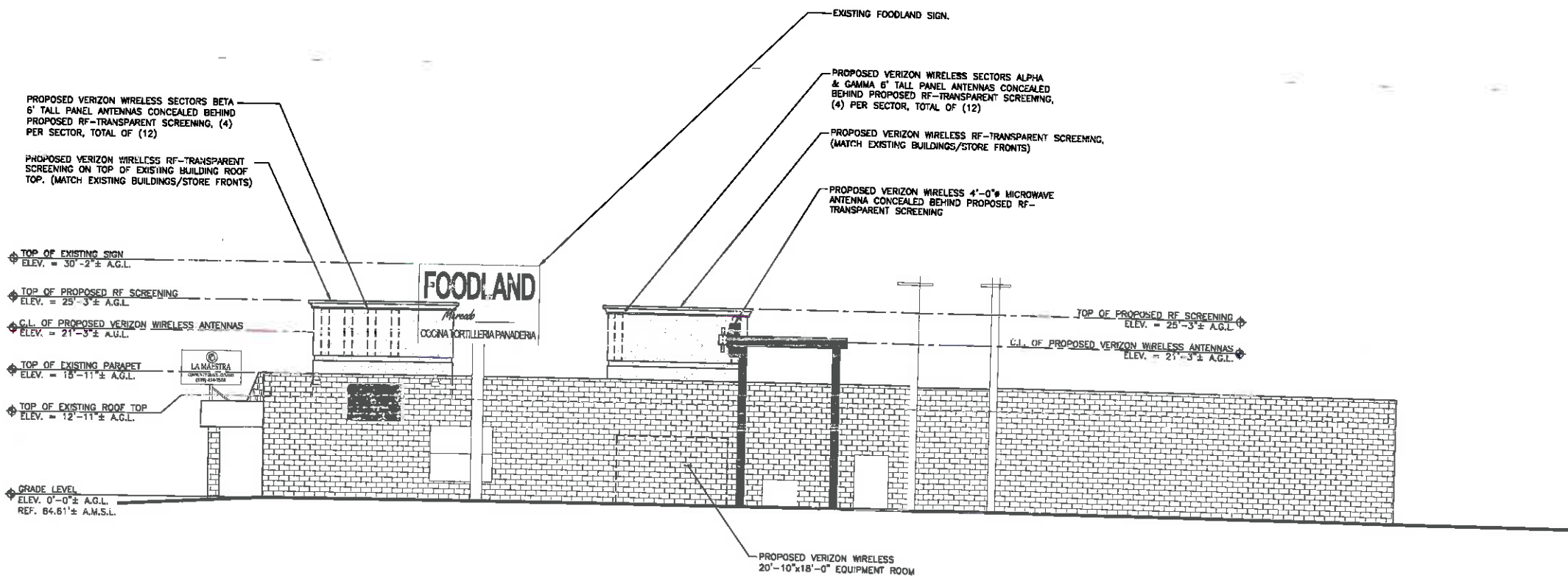
SHEET NUMBER:

A-3



NORTHWEST ELEVATION

SCALE: 1/8" = 1'-0" 1



SOUTHEAST ELEVATION

SCALE: 1/8" = 1'-0" 2

verizon wireless

15508 SAND CANYON AVE.
IRVINE, CA 92618

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC.
27 RICHARD, LAKE FOREST, CA 92650
PHONE: (949) 718-8881 | FAX: (949) 718-8887

CLIENTS

NO.	DATE	DESCRIPTION	BY
1	11/07/14	90% ZD's	JY
2	11/19/14	100% ZD's	JY
3	12/18/14	CLIENT REVISION	JY
4	01/29/15	CLIENT REVISION	JY
5	02/13/15	CLIENT REVISION	AE
6	03/12/15	CLIENT REVISION	JGD
7	06/18/15	CLIENT REVISION	SB
8	07/01/15	CLIENT REVISION	JY/NT

SITE INFORMATION:

**HIGHLAND
& 4TH**

205 HIGHLAND AVE
NATIONAL CITY, CA 91950

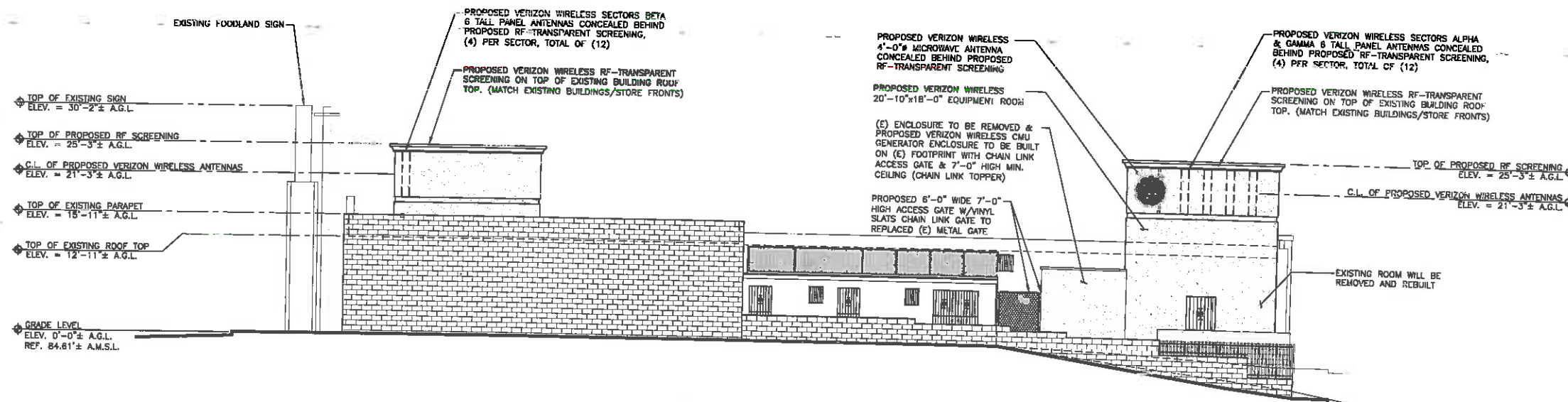
SEAL

SHEET TITLE:

**ARCHITECTURAL
ELEVATIONS**

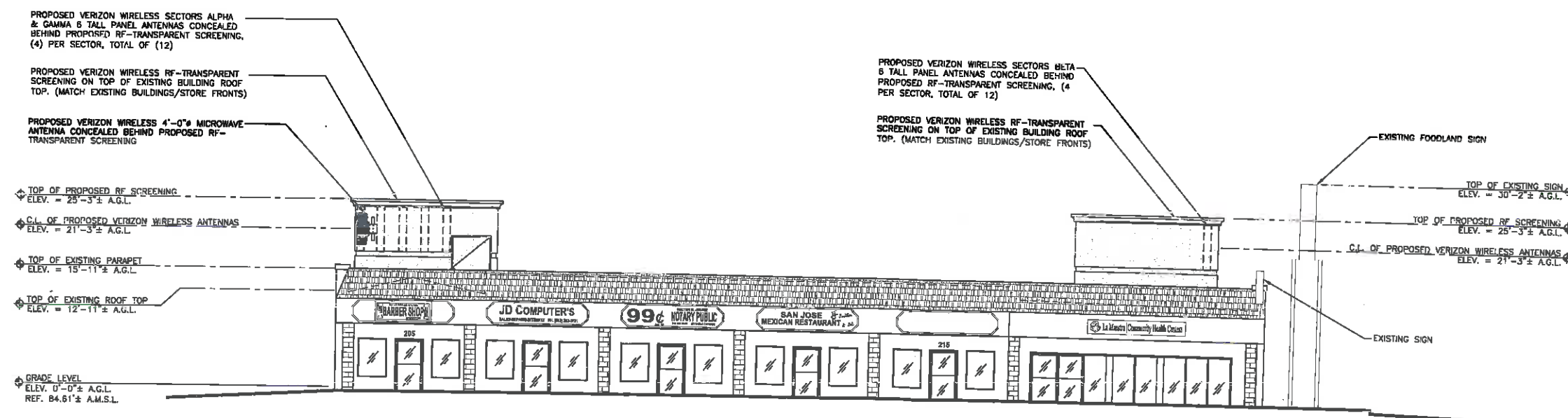
SHEET NUMBER:

A-4



NORTHEAST ELEVATION

SCALE: 1/8"=1'-0" 1



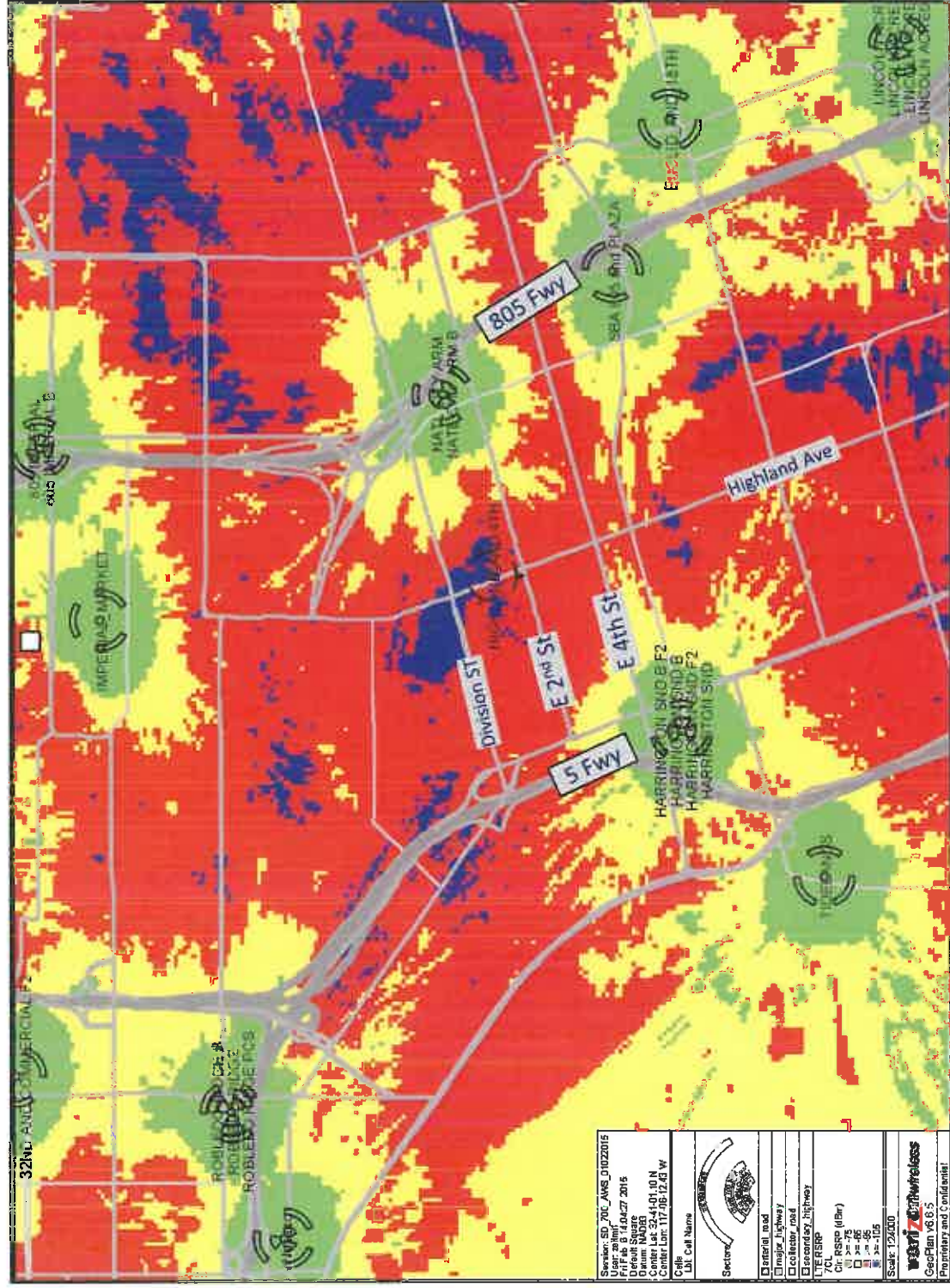
SOUTHWEST ELEVATION

SCALE: 1/8"=1'-0" 2

Highland & 4th
APN 556-180-01
205 Highland Ave



EXISTING COVERAGE WITHOUT HIGHLAND & 4th SITE



Highland & 4th
APN 556-180-01
205 Highland Ave



OVERALL NETWORK COVERAGE WITH HIGHLAND & 4th SITE

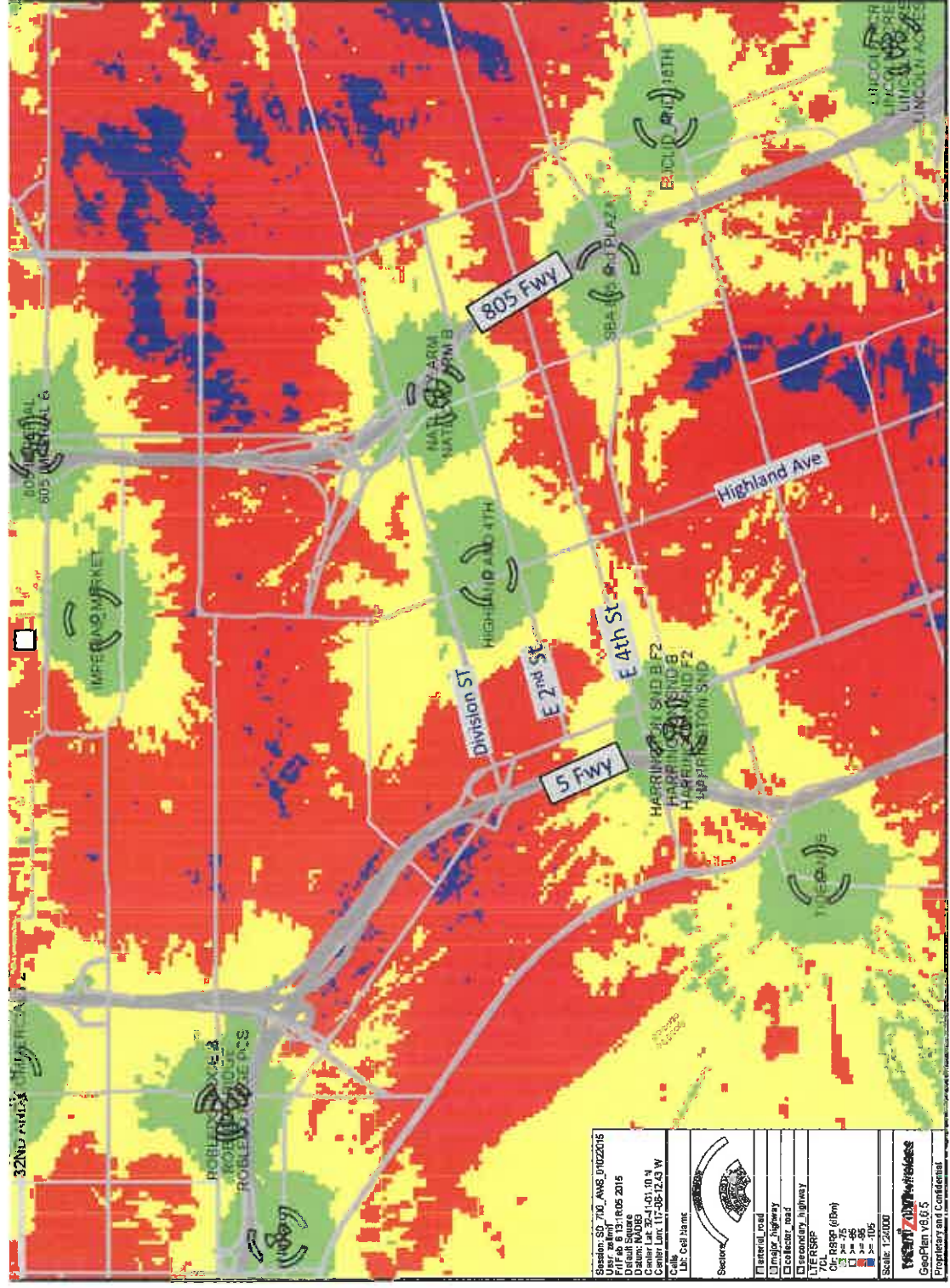




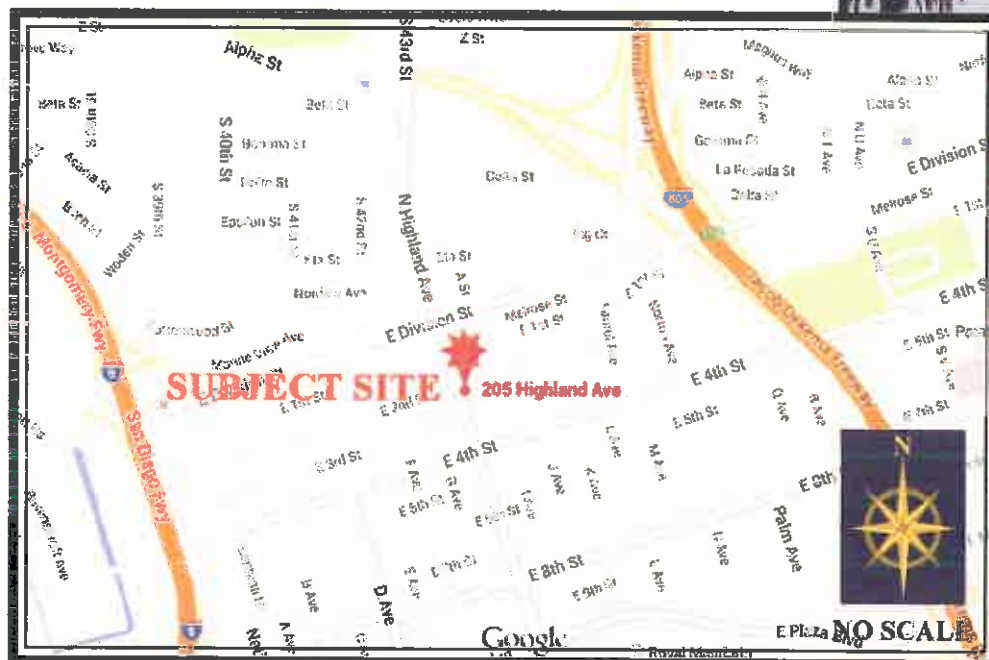
EXHIBIT: C
CASE FILE NO.: 2015-02 *ccp*
DATE: 7/20/15

HIGHLAND & 4TH

205 HIGHLAND AVENUE
NATIONAL CITY, CA 91950



SITE PRIOR TO INSTALLATION



VICINITY MAP

LOOKING EAST TOWARD SUBJECT SITE



SITE AFTER INSTALLATION





HIGHLAND & 4TH

205 HIGHLAND AVENUE
NATIONAL CITY, CA 91950



SITE PRIOR TO INSTALLATION



VICINITY MAP

LOOKING SOUTHWEST TOWARD SUBJECT SITE



SITE AFTER INSTALLATION

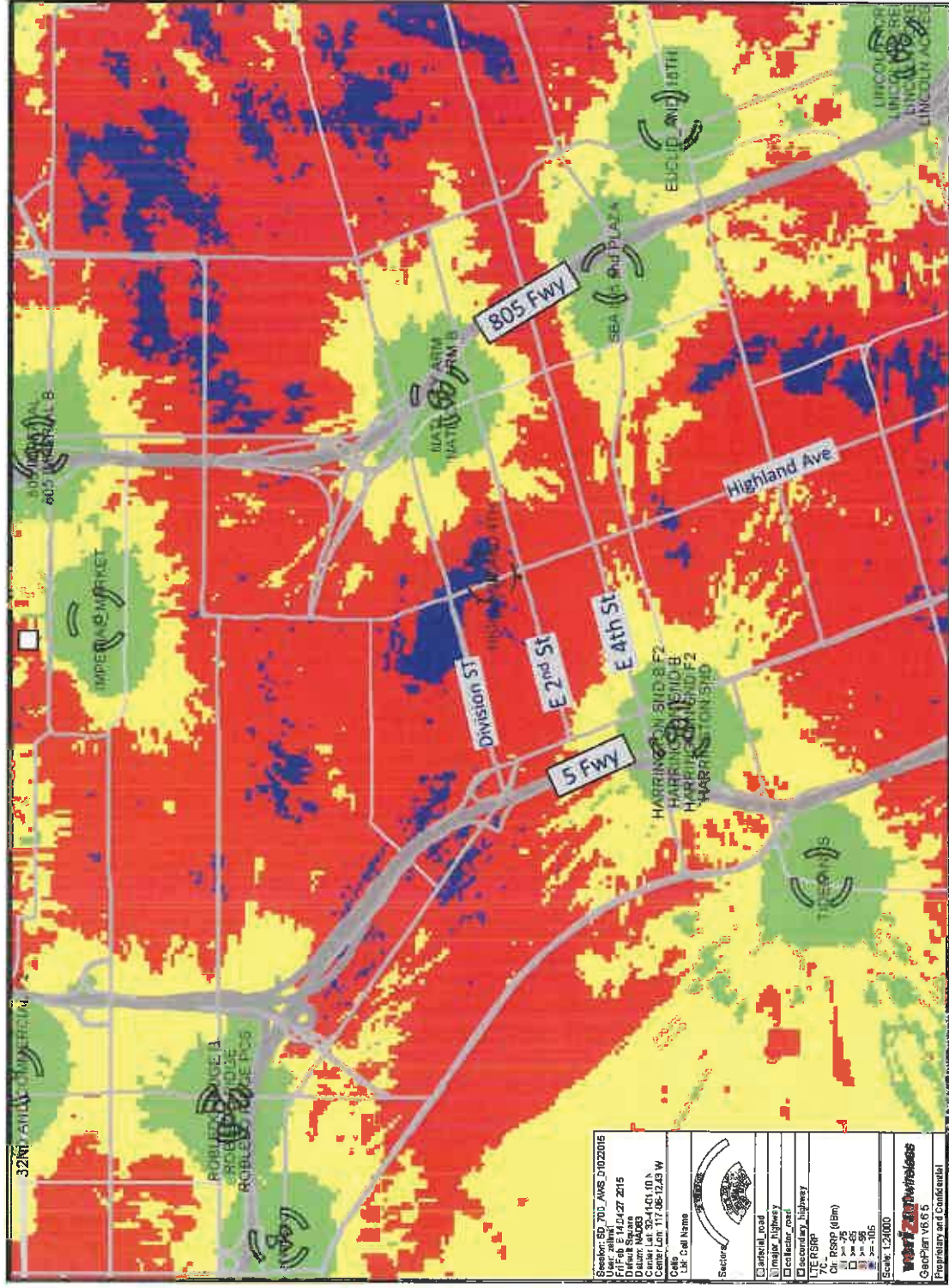


Highland & 4th
APN 556-180-01
205 Highland Ave

Highland & 4th
APN 556-180-01
205 Highland Ave

verizon wireless

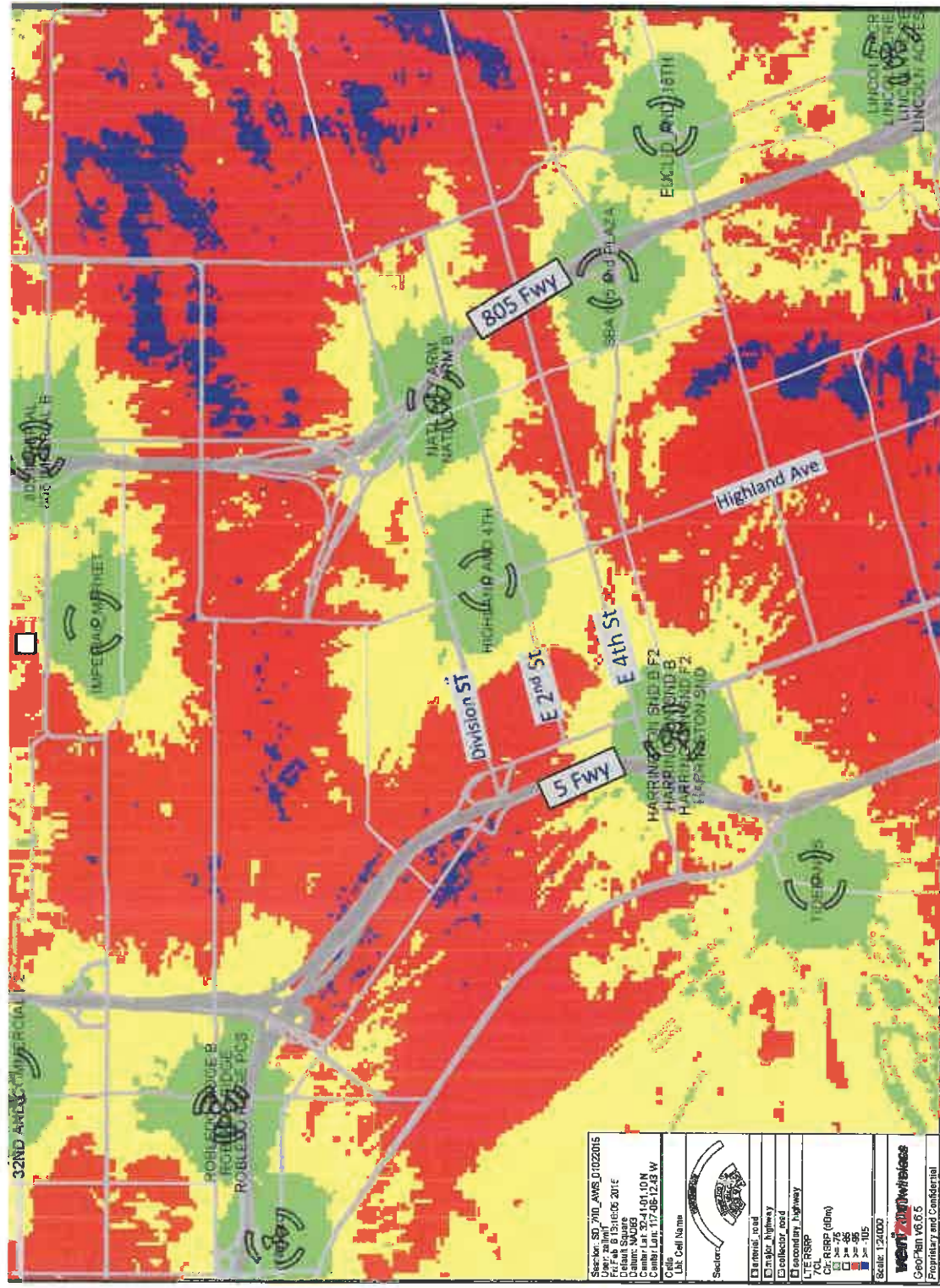
EXISTING COVERAGE WITHOUT HIGHLAND & 4th SITE



Highland & 4th
APN 556-180-01
205 Highland Ave



OVERALL NETWORK COVERAGE WITH HIGHLAND & 4th SITE



The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - Harvest 2015 hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 30, 2015 from 6 p.m. to 9 p.m. with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Harvest 2015 hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 30, 2015 from 6 p.m. to 9 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Cornerstone Church of San Diego to conduct a Harvest Festival at 1914 Sweetwater Road on October 30, 2015 from 6 p.m. to 9 p.m.

The event will include live contemporary Christian music on a portable stage during the event. Tower lights to provide extra lighting. Inflatable giant slide, rock climbing wall, carnival game booths, food booths, and a 42 ft. Ferris Wheel.

No street closures are requested, this will mark the 11th Annual Harvest Festival event by Cornerstone Church of San Diego. This event was also approved last year with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP, plus \$700.00 for the Fire Permits.
Total Fees are \$937.00 |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |

EVENT INFORMATION

Type of Event:

☐ Public Concert
☐ Parade
☐ Motion Picture

☐ Fair
☐ Demonstration
☐ Grand Opening

☐ Festival
☐ Circus
☒ Other Church Event

☐ Community event
☐ Block Party

Event Title: Harvest 2015

Event Location: Cornerstone Church of San Diego

Event Date(s): From 10-30-15 to 10-30-15

Actual Event Hours: 6 PM to 9 PM

Total Anticipated Attendance: 600 (Participants Spectators)

Setup/assembly/construction Date: 10-30-15 Start time: 12 PM

Please describe the scope of your setup/assembly work (specific details):

Set 12'x16' stage with amplified sound system and light towers

Dismantle Date: 10-30-15 Completion Time: 11 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Cornerstone Church of San Diego

Chief Officer of Organization (Name) Sergio De La Mora

Applicant (Name): Abe Camacho

Address: 1914 Sweetwater Rd. National City, Ca 91910

Daytime Phone: 6194259333 Evening Phone: 6199956625

Fax: _____ E-Mail: _____

E-Mail: _____

Contact Person "on site" day of the event: _____ Cellular: _____

**NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT
AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS**

FEES/PROCEEDS REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

\$ _____ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ _____ Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

we will have live amplified music on portable stage during the event. Tower lights to provide extra light.

Carnival game booths (5), giant slide, rock climbing wall and 40-42 ft ferris wheel

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☒ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

BBQ foods and prepackaged food items

OVERALL EVENT DESCRIPTION

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 4 Sizes 10'x10'
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☒ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method:
X GAS _____ ELECTRIC _____ CHARCOAL _____ OTHER (Specify): _____

☒ Portable and/or Permanent Toilet Facilities
Number of portable toilets: 4 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☒ Tables # 10 and Chairs # _____
☒ Fencing, barriers and/or barricades
☒ Generator locations and/or source of electricity
☒ Canopies or tent locations (include tent/canopy dimensions)
☒ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☒ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: _____ Trash containers with lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event:

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:
Cornerstone Security and Cornerstone Traffic ministries

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☒ YES ☐ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:
Portable light towers and existing property lighting.

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
1 First Aid station manned by qualified EMT.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
The venue has ADA access through out (ramps, stripped walk ways, ect.)

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:
Property is located on commercial shopping center that provides plenty of parking.

Please describe your plan for DISABLED PARKING:
Parking has ADA parking and access available.

Please describe your plans to notify all residents, businesses and churches impacted by the event:
Flyers and public City Council meeting.

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: 1 Number of Bands: 1 Type of Music: Gospel

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:
Start time: 6 PM ☒ Finish Time 9 PM

☒ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: 4 PM Finish Time 6 PM

Please describe the sound equipment that will be used for your event:
speakers, amplifiers, microphones and instruments.

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☐ YES ☒ NO Any signs, banners, decorations, special lighting? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization Cornerstone Church of San Diego

Person In Charge of Activity Sergio De La Mora

Address 1914 Sweetwater Rd. National City, Ca 91950

Telephone 6194259333 Date(s) of Use 10-30-15

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date

[Handwritten Signature]

9-29-15

Pastor

~~For Office Use Only~~

Certificate of Insurance Approved _____ Date _____



Fire Hydrants

Fire Dept. Connections
Back flow Device

Fire Road

Stage

Fire Dept. Connection



CERTIFICATE OF LIABILITY INSURANCE

CORNCHU-03 CHRISTINAR

DATE (MM/DD/YYYY)

9/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 860285
ChurchWest Insurance Services (ACG)
201 Cajon Street
Redlands, CA 92373

CONTACT NAME: Carol Bush

PHONE (A/C, No. Ext): (800) 843-6054

FAX (A/C, No.): (909) 307-1245

E-MAIL ADDRESS: info@cutlerinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Brotherhood Mutual Insurance

13528

INSURED

Cornerstone Church of San Diego
1914 Sweetwater Rd
National City, CA 91950

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			04M5A0437147	07/05/2015	07/05/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

CERTIFICATE HOLDER

City of National City
1243 National City Boulevard
National City, CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DIVISION
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Cornerstone Church of San Diego
EVENT: Harvest 2015
DATE OF EVENT: October 30, 2015
TIME OF EVENT: 6pm-9pm

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Planning:

All speakers and lights shall be pointed away from residential areas. All activities shall comply with Title 12 (Noise) of the NCMC.

RISK MANAGER (619) 336-4370

Obtain Certificate of Insurance showing the City of National City as certificate holder

Provide Additional insured endorsement naming the City of National City as an additional insured

FINANCE

Anyone preparing food to be sold to the Public should have a "Health Permit" and/or "Food Handlers Card" from the Health Department.

FIRE (619) 336-4550

Stipulations required by the Fire Department for this event are as follows:

**Requirements
\$200.00 After Hours Inspection and
\$500.00 Carnival/Fair fees**

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. *See Attached*
- 7) Internal combustion power sources that may be used for inflatables, shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use
- 8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away stage area
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all rides, cooking areas, game booths, etc.
- 11) If tents or canopies are used, the following information shall apply:

- Tents having an area from 0-200 square feet shall be \$200.00
- Tents having an area more than 201 square feet shall be \$400.00
- Canopies having an area from 0-400 square feet shall be no charge.
- Canopies from 401-500 square feet shall be \$250.00.
- Canopies from 501-600 square feet shall be \$300.00.
- Canopies from \$601.00 or greater shall be \$400.00.
- Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
- Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.

A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. See Fire Marshal for required explanation"***

- 12) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of tents or canopies.
- 13) All cooking booths or areas to have one 2A:10BC fire extinguisher. **If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required.** See Fire Marshal for required explanation. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 14) First Aid will be provided by Cornerstone Church of San Diego personnel.
- 15) Fire Department fees can only be waived by City Council.
- 16) Provide clear map of set-up.
- 17) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars.

If you have any questions please feel free to contact me.



POLICE

The police department does not have any stipulations for this annual event since they'll be providing their own security for this event. I'll request out patrol officers to conduct extra patrol for the event.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - Fall Festival hosted by the South Bay Community Church at 2400 Euclid Avenue on October 31, 2015 from 5 p.m. to 9 p.m. with no waiver of fees.
(Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Fall Festival hosted by the South Bay Community Church at 2400 Euclid Avenue on October 31, 2015 from 5 p.m. to 9 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from the South Bay Community Church to conduct a Fall Festival at 2400 Euclid Avenue on October 31, 2015 from 5 p.m. to 9 p.m.

This festival consists of carnival-style game booths, concession stands and a main stage on the parking lot area. There will be inflatable jumpers with obstacle course, jousting arena and a giant slide. There will be music and other performances and other announcements.

The purpose of this event is to offer a safe and fun environment for families as an alternative to “trick-or-treating” on the streets.

Applicant will have a security team in place equipped with radios and they will be visibly identified with “Security” shirts. This event was approved last year with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP and \$200.00 for Fire.

Total Fees are \$437.00 |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. |

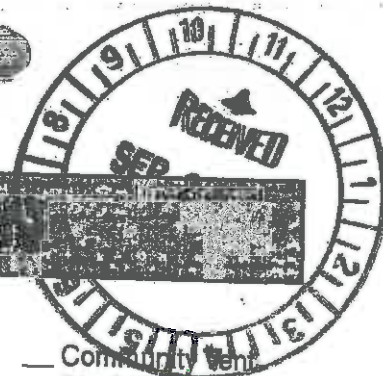
BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |

EVENT INFORMATION



Type of Event:

☐ Public Concert

☐ Fair

☒ Festival

☐ Parade

☐ Demonstration

☐ Circus

☐ Motion Picture

☐ Grand Opening

☐ Other

☐ Community Event

☐ Block Party

Event Title: Fall Festival

Event Location: South Bay Community Church

Event Date(s): From 9/31/15 to 9/31/15

Actual Event Hours: 5:00 am/pm to 9:00 am/pm

Total Anticipated Attendance: _____ (50 Participants 500 Spectators)

Setup/assembly/construction Date: 9/31/15 Start time: 12:00 pm

Please describe the scope of your setup/assembly work (specific details):

Various game booth set up, tables, chairs, stage and decor

Dismantle Date: 9/31/15 Completion Time: 11:00 am/pm

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: South Bay Community Church

Chief Officer of Organization (Name) Eddie Duenas

Applicant (Name): Eddie Duenas

Address: 2400 Euclid Avenue

Daytime Phone: (6A) 267-5500 Evening Phone: () _____

Fax: () _____ E-Mail: _____

Contact Person "on site" day of the event: Eddie Duenas Cellular: (6A) 787-2601

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s):

N/A

\$ N/A Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ _____ Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Fall Festival consists of carnival style game booths, concession stands and a main stage on our parking lot area. We will have inflatable zones which will feature an obstacle course, jousting area and a giant slide. There will be music and other performances, announcements held at the main stage area.

The purpose of the event is to offer a safe and fun environment for our families in our church and surrounding communities as an alternative to trick-or-treating on the streets.

☐ YES ☐ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale:

N/A

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

We have a security team equipped w/radios and visibly identified with "SECURITY" shirts.

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☒ YES ☐ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

our parking lot lights will be on. We also have four portable light towers.

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

First aid will be available at our information booth and our security team has been instructed to handle any minor situations

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have handicapped parking stalls and restrooms. All events will be at ground level.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

We have ample parking on our lot and off street parking if necessary.

Please describe your plan for DISABLED PARKING:

We have clearly marked spaces for disabled parking

Please describe your plans to notify all residents, businesses and churches impacted by the event: Neighborhood Flyers

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: 1 Number of Bands: 1

Type of Music: Contemporary Christian

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate: Start time: 5:00 am/pm ☒ Finish Time 8:00 am/pm ☒

☒ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate: Start time: 4:00 am/pm ☒ Finish Time 4:15 am/pm ☒

Please describe the sound equipment that will be used for your event:

Guitar amplifier, speakers

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☐ YES ☒ NO Any signs, banners, decorations, special lighting? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization N/A

Person in Charge of Activity _____

Address _____

Telephone _____ Date(s) of Use _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

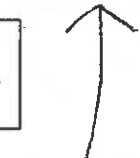
Signature of Applicant Official Title Date

✓ [Signature]
Event/Coordinator 9/24/15

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Big Slide
Enter&Exit->



Fire Extinguisher

Playground Area

Football
Toss

Jousting

Cake
Walk

Fire Extinguisher

Dart
Balloons

Shooting
Game

Ping
Pong

Bottle
Toss

Fishing
Game

*Island in
Parking Lot*

Exit

Obstacle
Course

Enter

Basket-
ball

Fire Extinguisher

Bean
Bag

Ring
Toss

Strength
Test

Dunk
Tank

Info
Booth

Stage

Table

Table

Table

Table

Table

Coffee

Fire Extinguisher

Cup-
cake

Corn

Nacho

Hotdog

Other
Food

Taco

Exit

Entrance

P
a
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g

**COMMERCIAL UMBRELLA LIABILITY POLICY
DECLARATIONS**

POLICY NO. 1177-556

RENEWAL

NAMED INSUREDSOUTH BAY COMMUNITY CHURCH
GOSPEL LIGHT CHRISTIAN SCHOOL
2400 EUCLID AVENUE

NATIONAL CITY CA 91950

PRODUCER NAME AND ADDRESSTHE CUTLER GROUP INC
DBA: CHURCHWEST INS SERVICES
201 CAJON ST
REDLANDS

CA 92373

04-300 04C (909) 307-8500

POLICY PERIOD: FROM 09/25/15 to 09/25/16 at 12:01 A.M. Standard Time at your mailing
address shown above.IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**FORM OF BUSINESS: ORGANIZATION****LIMITS OF INSURANCE**

SELF-INSURED RETENTION	\$	2,500
OCCURRENCE LIMIT	\$	1,000,000
AGGREGATE LIMIT	\$	1,000,000

FORMS APPLICABLE TO THIS POLICY: SEE FORM SCHEDULE

Total premium of \$ 1,145.00 is payable at inception.

COUNTERSIGNED 08/08/15 BY

(Authorized Representative)

GuideOne Insurance
1111 ASHWORTH ROAD
WEST DES MOINES, IOWA 50265-3538
(515) 267-5000GuideOne Mutual
Insurance Company

ORIGINAL COPY

FCU 78 00 04 09

COVERLAY

SCHEDULE OF UNDERLYING INSURANCE DECLARATIONS

EFFECTIVE DATE: 09/25/15
NAMED INSURED: SOUTH BAY COMMUNITY CHURCH

POLICY NO. 1177-556

COVERAGE	LIMITS	
A. Employers Liability	Bodily Injury	
	\$ 1,000,000	Bodily Injury by Accident - Each Accident
	\$ 1,000,000	Bodily Injury by Disease - Policy Limit
	\$ 1,000,000	Bodily Injury by Disease - Each Employee
B. Comprehensive Auto Liability	Bodily Injury And Property Damage Liability Combined	
<input type="checkbox"/> Uninsured Motorist	\$ 1,000,000	Each Occurrence
<input type="checkbox"/> Underinsured Motorists		
<input checked="" type="checkbox"/> Auto Symbol (all vehicles)	Bodily Injury Liability	
<input type="checkbox"/> Auto Symbol	\$	Each Person
(owned vehicles only)	\$	Each Occurrence
<input type="checkbox"/> Non-Owned Autos	Property Damage Liability	
<input type="checkbox"/> Non-Owned & Hired Autos	\$	Each Occurrence
<input type="checkbox"/> Hired Vehicles		
<input type="checkbox"/> Scheduled Vehicles		
C. Commercial General Liability Including	Bodily Injury And Property Damage Liability Combined	
<input type="checkbox"/> Corporal Punishment	\$ 2,000,000	General Aggregate Limit (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)
<input type="checkbox"/> Non-Owned Hired Autos	\$ 2,000,000	Products-Completed Operations Aggregate Limit
	\$ 1,000,000	Personal And Advertising Injury Limit
	\$ 1,000,000	Each Occurrence Limit
	Damage To Premises Rented To You Limit	
	\$ 1,000,000	Any One Premises
D. Additional Underlying Coverage	Limits Of Liability	
<input type="checkbox"/> Professional Liability	\$	Each Claim
	\$	Aggregate
<input type="checkbox"/> Employee Benefits Liability	\$	Each Claim
	\$	Aggregate
<input type="checkbox"/> Sexual Misconduct Liability	\$	Each Claim
	\$	Aggregate
<input checked="" type="checkbox"/> Directors And Officers Liability	\$	Each Claim
	\$	Aggregate
<input type="checkbox"/> Directors And Officers Liability And Educators Legal Liability	\$	Each Claim
	\$	Aggregate
<input type="checkbox"/> Counselors Liability	\$	Each Claim
	\$	Aggregate
E. Other		
SEE ADDITIONAL UNDERLYING COVERAGES		

SEE OMN108

ORIGINAL COPY

PCU 78 00 04 09

**COMMERCIAL UMBRELLA LIABILITY
FORM SCHEDULE**

EFFECTIVE DATE: 09/25/15
NAMED INSURED: SOUTH BAY COMMUNITY CHURCH

POLICY NO. 1177-556

FORMS APPLICABLE TO THIS POLICY: GCU1600/0108 GCU7801/1098

GCU7813/0108 GCU7819/0108 GCU7891/0409 GIL4220/0409
GN28000/0108 PCU7807/0409 PCU7810/0409 PCU7819/0889
PCU7831/1293 PCU7847/0409 UMAN-4 UMAN108
UMAN126

ORIGINAL COPY

PCU 78 00 04 09

FORMED

SCHEDULE OF ADDITIONAL UNDERLYING COVERAGES

EFFECTIVE DATE: 09/25/15
NAMED INSURED: SOUTH BAY COMMUNITY CHURCH

POLICY NO. 1177-556

UMAW108
DIRECTORS AND OFFICERS LIABILITY

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE
FOLLOWING:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

THE SCHEDULE OF UNDERLYING INSURANCE DECLARATIONS IS
MODIFIED AS FOLLOWS:

ADDITIONAL UNDERLYING COVERAGE	LIMITS OF LIABILITY
<input checked="" type="checkbox"/> DIRECTORS AND OFFICERS	\$ 1,000,000 EACH CLAIM
LIABILITY	\$ 1,000,000 AGGREGATE

ORIGINAL COPY

PCU 78 00 04 09

8-20-00

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DIVISION
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: South Bay Community Church

EVENT: Fall Festival

DATE OF EVENT: October 31, 2015

TIME OF EVENT: 5pm to 9pm

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Planning:

Speakers shall be oriented away from adjacent residential properties. All activities shall comply with Title 12 (Noise) of the National City Municipal Code.

RISK MANAGER (619) 336-4370

Provide valid copy of insurance certificate naming the City of National City.

Provide Additional insured endorsement naming the City of National City as an additional named insured

FINANCE

Anyone preparing food to be sold to the Public must have a permit (or Food Handlers Card) from the Health Department.

FIRE (619) 336-4550

Please call for inspection.
\$200.00 After Hours Inspection/Weekends

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.
- 6) Exit to be maintained in an unobstructed manner at all times. Exit way to be clear of all obstructions.
- 7) Exits to be posted – EXIT.
- 8) No open flames or smoking inside or adjacent to INFLATIBLE ZONE. Signs to be posted - NO SMOKING.
- 9) Extinguishers to be mounted at Inflatable Zone, and shall be in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. An extinguisher shall also be placed at the stage. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy. *Please see attached example***
- 10) Internal combustion power sources that may be used for inflatable rides shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use.

- 11) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the ride.
- 12) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from Inflatable Zone are.
- 13) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "temporary Wiring" only.
- 14) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking."*** Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 15) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 20 feet of amusement rides or devices.
- 16) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 17) A map shall be required this year for set-up.
- 18) **A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.**
- 19) First Aid will be provided by organization.

20) Fees can only be waived by City Council.

****Note: Organizer shall contact the National City Fire Department for cost associated with tents which may be used for this event currently no tent are listed on application.**

If you have any questions please feel free to contact me.

POLICE

The police department does not have any stipulations. I'm forwarding this to our patrol officers so they can conduct extra patrol in the area, time permitting.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - National City War Memorial Rededication and Ceremony sponsored by the City of National City at 12th Street and "D" Avenue on December 7, 2015 from 12:00 p.m. to 1:00 p.m. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – National City War Memorial Rededication and Ceremony sponsored by the City of National City at 12th Street and “D” Avenue on December 7, 2015 from 12:00 p.m. to 1:00 p.m. |

PREPARED BY: Dionisia Trejo |

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255 |

APPROVED BY: 

EXPLANATION:

This is a request from the City of National City to host the National City War Memorial Rededication and Ceremony at 12th Street and “D” Avenue on December 7, 2015 from 12:00 p.m. to 1:00 p.m.

The purpose of this event is to rededicate the war memorial and commemorate the refurbished plaques and entire war memorial monument. This event will feature presentation of colors, singing of the national anthem, unveiling of the memorial, remarks, and tribute to armed forces. The applicant has requested the use of the NCFD ladder truck with large American Flag.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP through various City Departments.
Total fees are \$237 |

ENVIRONMENTAL REVIEW:

N/A |

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. |

BOARD / COMMISSION RECOMMENDATION:

N/A |

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |

EVENT INFORMATION

Type of Event:

☐ Public Concert

☐ Parade

☐ Motion Picture

☐ Fair

☐ Demonstration

☐ Grand Opening

☐ Festival

☐ Circus

☐ Other _____

☒ Community event

☐ Block Party

Event Title: War Memorial Rededication

Event Location: 12th St. & D Ave

Event Date(s): From 12/7/15 to 12/7/15

Actual Event Hours: 12:00 PM to 1:00 PM

Total Anticipated Attendance: 100 (Participants Spectators)

Setup/assembly/construction Date: 12/7/15 Start time: 10 AM

Please describe the scope of your setup/assembly work (specific details): _____

Setup chairs, tables, PA system, cover the memorial for the unveiling

Dismantle Date: 12/7/15 Completion Time: 1:30 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

No streets will require closures.

SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: City Of National City

Chief Officer of Organization (Name) Leslie Deese

Applicant (Name): Lauren Maxilom

Address: 1243 National City Blvd

Daytime Phone: 619-336-4289 Evening Phone: _____

Fax: _____ E-Mail: LMaxilom@gmail.com

Contact Person "on site" day of the event: Lauren Maxilom Cellular: 619-388-9758

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

\$ N/A Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ N/A Estimated Expenses for this event.

\$ N/A What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

The purpose of this event is to rededicate the war memorial and commemorate the refurbished plaques and entire war memorial monument. Program: presentation of colors, singing of the national anthem, unveiling of the memorial, remarks, tribute to armed forces, etc.

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☐ YES ☒ NO Will items or services be sold at the event? If yes, please describe: _____

OVERALL EVENT DESCRIPTION

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☐ YES ☒ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies _____ Sizes _____
NOTE: A separate Fire Department permit is required for tents or canopies.

☒ YES ☐ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: City PA system & podium with seal are requested

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method:
____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: ____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☒ Tables # 6 and Chairs # 100
☐ Fencing, barriers and/or barricades
☐ Generator locations and/or source of electricity
☐ Canopies or tent locations (include tent/canopy dimensions)
☒ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☐ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: _____ Trash containers with lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event: staff & volunteers, requesting Pw to bring out 2 trash cans to the site

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

NCPD will be in attendance

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

NCFD will be on site for the event

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

The area is ADA accessible

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Parking is available at the Kimball Senior Center, MLK Community Center, and surrounding street parking.

Please describe your plan for DISABLED PARKING:

Handicap parking is available in the area on both 12th & D Ave

Please describe your plans to notify all residents, businesses and churches impacted by the event:

A flyer will be created for the event and distributed to the surrounding area, social media, city website, press release, etc.

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: Military music including taps, medley of service songs, etc.

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:
Start time: 12 PM Finish Time 1 PM

☒ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: 11:30 AM Finish Time 12 PM

Please describe the sound equipment that will be used for your event:
The City's portable PA system, microphone & 2 speakers

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☐ YES ☒ NO Any signs, banners, decorations, special lighting? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization City Of National City
Person in Charge of Activity Lauren Maxilom
Address 1243 National City Blvd
Telephone 619-336-4289 Date(s) of Use 12/7/15

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date

For Office Use Only

Certificate of Insurance Approved _____ Date 12/7/15



12th Street

'D' Avenue

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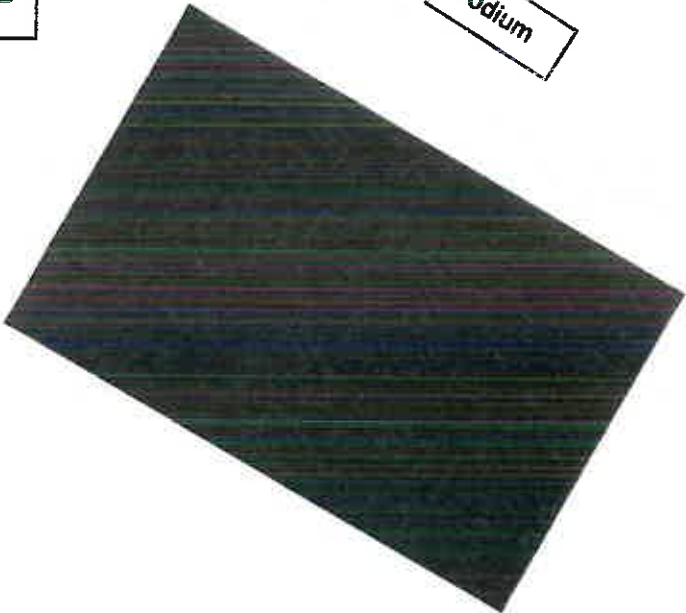
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War Memorial Rededication



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **City of National City**
EVENT: **National City War Memorial Rededication & Ceremony**
DATE OF EVENT: **December 7, 2015**
TIME OF EVENT: **12 p.m. to 1:00 p.m.**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

Facilities Division:

Staff will deliver and pickup tables and podium and chairs that day.

Parks Division:

The Parks Division has no stipulations, we will have the area ready and cleaned.

FIRE (619) 336-4550

Since this is a fixed off street venue, with no canopies, blocking of streets or fire protection devices, I have no stipulations.

POLICE:

The police department does not have any stipulations for this TUP. Officers will conduct extra patrol in the area as time permits.

CITY ATTORNEY:

City Attorney's Office has no special conditions for this City event.

The following page(s) contain the backup material for Agenda Item: Seeking City Council direction on two volunteer programs to assist with landscape maintenance and litter control for highway ramps and the segment of Harbor Drive within the City of National City. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 20, 2015

AGENDA ITEM NO.

ITEM TITLE:

Seeking City Council direction on two volunteer programs to assist with landscape maintenance and litter control for highway ramps and the segment of Harbor Drive within the City of National City

PREPARED BY: Kuna Muthusamy, Assistant Director Eng/PW

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4383

APPROVED BY: 

EXPLANATION:

Caltrans maintains approximately fifteen highway ramps in National City. The City has been working with Caltrans to improve the appearance of the landscaped areas for these ramps by exploring opportunities for more routine maintenance. Similar to "Adopt a Highway" programs, Caltrans has inquired as to whether there may be an interest from National City businesses or community organizations to "Adopt a Ramp," primarily for litter removal. Staff recommends coordinating with the National City Chamber of Commerce and community organizations to solicit interest and discuss logistics for this type of program.

On a similar note, a group of US Navy personnel wish to adopt the segment of Harbor Drive in National City to provide minor landscape maintenance and litter removal.

If Council provides direction to staff to pursue one or both of these opportunities to assist with landscape maintenance and litter control, staff will continue to coordinate with all stakeholders and return to City Council with more details on the programs at a subsequent meeting.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

No financial impact at this time.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

N/A

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

None.